IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION,
a body corporate of the State of
Delaware,
235 Main Street
Annapolis, Maryland

Plaintiff

vs.

IN EQUITY

EQUITY NO. 12,869

✓WORTHINGTON McCAGER MILLS
✓JESSIE MILLS (Mother & Son)
R.F.D #2, Mitchelsville
Prince Georges County, Maryland
✓JOSEPH T. OWENS, also known as
✓Joseph T. Ownes
Address Unknown
WORTHINGTON MILLS
✓BLANCHE MILLS
McCAGER MILLS
Addresses Unknown
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 Second Election District of Anne Arundel County, to wit:

Lots 9-10-11-12, as shown on the plat of the subdivision of Louis L. Lee, Crain Highway (Plat Book 18, folio 39)

✓BESSIE E. WATSON
Greenhaven, Pasadena P. O.
Maryland
✓PAULINE W. HARRISON, Widow
Address Unknown
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 Third Election District of Anne Arundel County, to wit:

Lots 14-15-16-17-18-19, Block 76, Plat 2, as shown on the Plat of Outing Park, also known as Green Haven (Plat Book 13, folio 40 and 41 and Plat Book 15, folio 7)

✓MICHAEL S. SHACKA, also known as
✓Michael S. Schacka and Michael Shaca
✓REDA SHACKA, also known as
✓Rita H. Shacka; 213 Greenway Road, Glen Burnie, Maryland
EMMA KENNELL, previous holder of fee simple title;
also known as Kennel
✓FLORENCE KENNELL, also known as Kennel, surviving heir at law
✓LOUIS KENNELL, also known as Kennel, surviving heir at law of
Emma Kennel, deceased
Addresses Unknown
✓MASTER LOAN SERVICE, a body corporate, Judgment Creditor
Baltimore, Maryland
✓HOWARD FURNITURE COMPANY, a body corporate, Judgment Creditor
Baltimore, Maryland
✓HOUSEHOLD FINANCE COMPANY, a body corporate, Judgment Creditor
Baltimore, Maryland

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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 Third Election District of Anne Arundel County, to wit:

Lots 25-26, Block M, as shown on the plat of Marley Park Beach. (Plat Book 2, folio 19)

GEORGE C. SCHMIDT
MARGARET SCHMIDT, his wife,
Pasadena R.F.D., Maryland
JOHN H. NORRIS, Judgment Creditor
305 E. Maple Road,
Linthicum Heights, Maryland
STATE OF MARYLAND, Judgment Creditor
c/o Secretary of State
Annapolis, Maryland
GAR-WOOD INDUSTERIES, INC., Judgment Creditor
2267 Kirk Avenue
Baltimore 18, Maryland
STANDARD REGISTER COMPANY, Judgment Creditor
18 North Charles Street
Baltimore, 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 Third Election District of Anne Arundel County, to wit:

Lots 11-12-13-14-15-16, Section 111, as shown on the plat of Green Haven (Plat Book 15, folio 7, formerly W.N.W. 1, folio 346)

RESEARCH FOUNDATION, INC., a body corporate of the State of Maryland,
c/o Adam S. Hoff
P. O. Box 493
Baltimore, 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 Fifth Election District of Anne Arundel County, to wit:

The unnumbered and undesignated lot in the rear of Lots 21, 23, 25, Terrace Road on the Revised and Amended Plat of Ridgeway Manor (Plat Book 23, folio 39)

ALBERT STOKES
ETTA STOKES, his wife
1026 North Fulton Avenue
Baltimore, Maryland
Also 206 East Lanvale Street
Baltimore, 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 Fifth Election District of Anne Arundel County, to wit:

Lot 21, as shown on the plat of Maxie A. Brooks property(for more particular desc. see plat book 18, folio 49)

WILLIAM BRIGHT
SOPHIA BRIGHT, his wife, (Also known as Sophie Bright)
959 North Chester Street
Baltimore, Maryland
And any and all persons, heirs, devisees or other persons having or claiming to have any interest in the following described real estate

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located in the Third Election District of Anne Arundel County, to wit:
Lots 15-16, Section "E", as shown on the plat of Glen Burnie Heights (more particularly described in Plat Book 16, folio 19 & 20)

ROBERT DEAL
MARY DEAL, his wife,
1418 Carroll Street
Baltimore 30, 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 Fifth Election District of Anne Arundel County, to wit:
Lot 636, as shown on the Plat of Patapsco Park (Plat Book 12, folio 8, therein more particularly described)

ROBERT DEAL
MARY DEAL, his wife,
1418 Carroll Street
Baltimore 30, Maryland
ANNIE E. DOLLMAN (former tax delinquent)
Address unknown
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 Fifth Election District of Anne Arundel County, to wit:
Lots 634-635, as shown on the Plat of Patapsco Park (Plat Book 12, folio 8, therein more particularly described)

BENJAMIN H. TAYLOR, JR.
ELSIE J. TAYLOR, his wife,
2109 4th Street, 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 Seventh Election District of Anne Arundel County, to wit.
Lot 62-63, as shown on the Plat of Selassie Villa (Plat Book 17, folio 44)

CHARLES BROWN
MRS. CHARLES BROWN
Churchton P. O., Maryland
Unknown Heirs of Charles Brown (if any)
Address unknown
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 Seventh Election District of Anne Arundel County, to wit:
21.5 acres, more or less, and the improvements thereon located at Churchton, West side Shadyside Road ("North of Churchton P. O.")

CHARLES W. ALLISON
ROSE MAYE ALLISON, his wife,
6119 - 11th Street (North)
Arlington, Virginia
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 Eighth Election District of Anne Arundel County, to wit:
Lots 13-14-15, Block 31 and Lot 7, Block 38, as shown on the Plat of North Beach Park (Plat Book 3, folio 26)

All parties, heirs of
WILLIAM HENRY JOHNSON (Father and original Grantee),deceased
IRENE MARY BROWN JOHNSON (Wife and heir of Wm. Henry Johnson) deceased
HESTER JOHNSON GREEN (Daughter of Wm. Henry Johnson, and wife of Elmer Green) deceased
SOPHIA JOHNSON (Daughter of Wm. Henry Johnson, unmarried and childless),deceased
ELMER GREEN, (Husband of Hester Johnson Green, she being deceased, they having had no children)
Annapolis, Maryland
Unkown heirs of ESSIE JOHNSON, sister of William Henry Johnson, deceased
LOLA STANSBURY, widow, only heir at law of Mattie Johnson Ireland, sister of William Henry Johnson, deceased,(R.F.D.#2, Annapolis, Md.)
MAGGIE JOHNSON WRIGHT, widow, sister of William Henry Johnson, deceased
MABEL JOHNSON PORTER, widow, sister of William Henry Johnson, deceased
IRENE JOHNSON TURNER, divorced
KERMIT JOHNSON, son of Oliver Johnson, deceased,(brother of Wm. Henry Johnson)
And the unknown heirs at law, alienees, assignees and devisees of William Henry Johnson, deceased, Hester Johnson Green deceased and Sophia Johnson, Deceased.
Addresses unknown
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 Third Election District of Anne Arundel County, to wit:

4 acres, more or less, and Improvements, as situated in Browns Woods (Part of James R. Brown estate, who died in 1894)

FRED W. CALDWELL
ETHEL CALDWELL, his wife,
3100 Munroe Street, 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 Seventh Election District of Anne Arundel County, to wit:

A lot and parcel of ground, 50 x 300, as situated at Deale, Maryland (fronting 50.7 feet on a creek with an irregular depth; near Masons Beach)

SARAH T. SMITH
Mayo, Maryland
National Contracting Company, Inc.
4010 W. Strathmore Avenue
Baltimore, 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:

One lot or .53 acres and Improvements, as situated on Schusslers Road (Being in or near Wards Sub-division)

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 Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70-116 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 8, 1956, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. A3024 - Lots 9-10-11-12, (each 20 x 124) Block 695, as situated near Conway as shown on plat of Louis L. Lee subdivision, also known as Lee Development, Second Election District and assessed to Worthington Mills and Jessie Mills.

(2) Certificate No. A3031 - Lots 14-15-16-17-18-19, Sec. 76 and improvements, as shown on the plat of Green Haven, Third Election District and assessed to Bessie E. Watson.

(3) Certificate No. A3247 - Lots 25-26, Block M, as shown on the plat of Marley Park Beach, Third Election District and assessed to Michael S. Shacka and wife.

(4) Certificate No. A3246 - Lots 11-12-13-14-15-16, Sec. 111, as shown on plat of Green Haven (1953 Tax Resale), Third Election District and assessed to George C. Schmidt and wife.

(5) Certificate No. A3049 - Unnumbered lot in rear of lots 23-25, Terrace Road, Ridgeway Manor, as shown on the revised plat of Manor Road, Ridgeway Manor, as shown on the Plat of North Linthicum, Fifth Election District and assessed to Research Foundation, Inc.

(6) Certificate No. A3211 - Lot 21 (50 x 150) as situated on the West side of Furnace Branch Road and as shown on the Plat of Maxie A. Brooks property, Fifth Election District and assessed to Albert Stokes and Etta Stokes.

(7) Certificate No. A3245 - Lots 15-16, Sect. E (40 x 126), as shown on the plat of Glen Burnie Heights (1953 Tax Resale) Third Election District and assessed to William & Sophia Bright. (Also known as Sophie Bright)

(8) Certificate No. A3205 - Lot 636, (25 x 125) as shown on the plat of Patapsco Park, Fifth Election District and assessed to Robert and Mary Deal (Sanitary also)

(9) Certificate No. A3204 - Lots 634 - 635, as shown on the Plat of Patapsco Park, Plat No. 1, (25 x 125 ea.), Fifth Election District and assessed to Robert Deal (Sanitary also).

(10) Certificate No. A3236 - Lots 62-63 (25 x 130 ea.) as shown on the plat of SElassie Villa, North Shadyside, Seventh Election District, and assessed to Banjamin H. Taylor, Jr. and Elsie J. Taylor, his wife,

(11) Certificate No. A3231 - 21.5 acres, more or less, as situated at Churchton on West side of Shady side Road (about 1 mile northerly from Churchton P. O.), Seventh Election District and assessed to Charles Brown.

(12) Certificate No. A3237 - Lots Nos. 13-14-15-16, Block 31 and Lot 7, Block 38, as shown on the plat of North Beach Park, Eighth Election District, and assessed to Charles W. Allison and Rose Maye Allison, his wife.

(13) Certificate No. A3037 - 4 acres and improvements, as situated at Browns Woods, Third Election District and assessed to Irene Johnson.

(14) Certificate No. A3232 - Lot 50 x 300, as situated at Deal (lot fronting 50.7 feet on a creek presumed to be Parker's Island Creek) Seventh District and assessed to Fred W. Caldwell.

(15) Certificate No. A3095 - 1 Lot or .53 Acres and improvements as situated at Mayo near Schussler Road in First Election District and assessed to Sarah T. Smith.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers A3024; A3031; A3247; A3246; A3049; A3211; A3245; A3205; A3204; A3236; A3231; A3237; A3037; A3232 and A3095, dated October 8, 1956, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1 to 15, 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) That Worthington McCager Mills (son) and Jessie Mills (mother) are the record owners of lots 9-10-11-12, as shown on the plat of Lee Sub-division (on Route 301) in the Second Election District of Anne Arundel County. Also, that the land records reveal that Blanche Mills and McCager Mills have some interest by reason of an instrument (right of way) recorded in Liber J.H.H. No. 820, folio 355 of the Land Records of Anne Arundel County.

(2) That Bessie E. Watson is the record owner of Lots 14 thru 19, inclusive, Sect. 76 (and improvements) as shown on the plat of Outing Park, also known as Green Haven, located in the Third Election District of Anne Arundel County, subject to the interest of Pauline W. Harrison (widow) and sister of Charles Weise, grantor to Bessie E. Watson, he also being survivor of a tenancy in common with his mother, Cecilia Weise (see deed G.W. 126, folio 258); the said Cecilia Weise having died intestate prior to May 11, 1943 (according to recital in deed to Kelly J.H.H. 278, folio 345) she leaving surviving her the son, Charles Weise and Pauline W. Harrison, widowed daughter. The said Bessie E. Watson having acquired title by deed dated August 27, 1941, recorded the 23rd day of March, 1943 and recorded in J.H.H. 275, folio 281 without having acquired the interest of Pauline W. Harrison.

(3) That Michael S. Shacka, also known as Michael Schacka and Michael Shace, and Reda Shacka, also known as Rita H. Shacka, etc. , his wife, are the record owners of lots 25-26, Block M, as shown on the plat of Marley Park Beach in the Third Election District of Anne Arundel County; the land records reveal that Michael S. Shacka and Rita his wife, acquired title from the County Commissioners of Anne Arundel County, (who acquired title under Tax Sale in Equity No. 4906) they having purchased the interest of Emma Kennell, also known as Kennel and that she held title as tenant in common with her sister Florence Kennell, also known as Kennel (W.N.W. 94, folio 483). The record further reveals that Emma Kennel died testate (Will 51 folio 247, A. A. County Orphans' Court) leaving the property sold - one fourth to son Louis Kennel, and three-fourths to Florence J. Kennel. This interest being unsold, unadvertised and therefore failed to pass to the County Commissioners and their subsequent purchaser. The said Kennells' or Kennels', Louis and Florence J., being joined herein along with Michael S. Schacka and Rita H. Shacka his wife, to foreclose any interest that they might have by reason of the above set forth death and subsequent devise (Emma Kennell, or Kennel, estate)

Further that the defendant, the Master Loan Service, a body corporate of the State of Maryland, acquired judgment in Law No. 3872 against the said described Michael S. Shacka, et al, in the sum of $337.50 plus interest and costs from 1952, as will more fully appear therein; and that the Defendant, the Howard Furniture Company, a body corporate of the State of Maryland, in Baltimore, acquired a judgment against the named defendants, Michael S. Shacka and wife in the sum of $24.09 plus interest and costs, as will be evidenced by said Judgment recorded in J.P. Docket 11, folio 275; and that the Defendant, the Household Finance Corporation of Baltimore, Maryland, acquired a judgment against the named defendants, Michael S. Shacka and wife, on

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June 24, 1953 as will be evidenced by Law Case No. 4325, in the sum of $508.63 plus costs and interest, as will more fully appear therein.

(4) That George C. Schmidt and Margaret Schmidt, his wife, are the record owners of lots 11-12-13-14-15 and 16, Section 111, as more particularly shown on the plat of Green Haven, in the Third Election District of Anne Arundel County; and that the Defendants hereinafter listed are judgment lienors as will be indicated hereinafter:

(a) State of Maryland - Law Docket 6, folio 286, No. 5422 (Law) Judgment in favor of State of Maryland in the sum of $30.29, plus costs and interest from June 11, 1954.

(b) Gar Wood Industries, Inc. (State of Michigan)-Law Docket 6, folio 350, No. 5549 (Law) Judgment in favor of Gar Wood Industries, Inc. in the sum of $790.96, plus costs and interest from October 26, 1954.

(c) Standard Register Company - Mag. Docket J.H.H. 12, folio 172, Judgment in favor of Standard Register Company in the sum of $78.89 plus interest and costs from October 11, 1954.

(d) State of Maryland - Law Docket 7, folio 73, No. 5996 (Law) Judgment in favor of State of Maryland in sum of $181.09, plus interest and costs from December 11, 1954.

(e) State of Maryland -(Department of Employment Security) - Law Docket 10, folio 362, No. 9613 (Law), Judgment in favor of State of Maryland in the sum of $252.91, plus costs and interes from November 19, 1957.

(f) John H. Norris - Law Docket 6, folio 150, No. 5150 (Law) Judgment in favor of John H. Norris in sum of $800.00, plus costs and interest from April 26, 1954.

All of the above being against George C. Schmidt individually - (See deed F.A.M. 140, folio 592)

(5) That Research Foundation, Inc., a body corporate of the State of Maryland, is the record owner of the unnumbered and undesignated lot in the rear of and Northwest of lots 21, 23 and 25, Terrace Road, as will more fully appear on the revised and amended plat of Ridgeway Manor, Fifth Election District, (See Deed J.H.H. 738, folio 230)

(6) That Albert Stokes and Etta Stokes, his wife, are the record owners of Lot 21 as will more fully appear on the plat of Maxie A. Brooks property in the Fifth Election District, (See Deed J.H.H. 335, folio 480)

(7) That William Bright and Sophia Bright, his wife, are the record owners of Lots 15-16, Section E, as will more fully appear on the plat of Glen Burnie Heights, Third Election District, (See Deed W.M.B. 26, folio 408)

(8) That Robert Deal and Mary Deal, his wife, are the record owners of Lot 636, as will more particularly appear on the plat of Patapsco Park, (See Deed J.H.H. 342, folio 145) Fifth District.

(9) That Robert Deal (and Mary Deal, his wife) are the record owners of lots 634 and 635, as shown on the plat of Patapsco Park, Fifth Election District. Further, after sale for Taxes, in Equity Tax Sale No. 1127, the lots described above were sold to the County

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Commissioners of Anne Arundel County, and the said Treasurer who made the sale failed to convey the same to the County Commissioners or to anyone else. Due to this failure, the said Annie E. Dollman, previous title holder to the sale above mentioned, is joined herein to remove any cloud on title which might arise from said failure, and the Court is hereby requested should this petition be successful to direct the County Treasurer to join in and convey that which he failed to do under said previous sale first herein mentioned. (See Deed J.H.H. 260, folio 22 and J.H.H. 252, folio 345)

(10) That Benjamin Taylor, Jr. and Elsie J. Taylor, his wife, are the record owners of lots 62 and 63 as shown on the plat of Selassie Villa, Shadyside, Maryland, Seventh Election District, (See Deed from Crowner and wife, J.H.H. 337, folio 197)

(11) That Charles Brown and (Mrs. Charles Brown, if there be one alive) or their heirs and devisees, are the record owners of 21.5 acres, more or less, of land located in the Seventh Election District, which said land and parcels therein described were acquired by Charles Brown by the following deeds (1) Joseph Brown and wife, May 29, 1903, G. W. 29, folio 275 and (2) Deed from The Annapolis Banking and Trust Company, November 21, 1922, W.N.W. 59, folio 264.

(12) That Charles W. Allison and Rose Maye Allison, his wife, are the record owners of lots 13, 14, 15 & 16, Block 31, and Lot 7, Block 38, as shown on the plat of North Beach Park (Plat Book 3, folio 26) located in the Eighth Election District. (See Deed J.H.H. 866, folio 476)

(13) That the Plaintiff certifies that he has examined the records and that he finds the record owner of the four acre parcel of land located in Brown's Woods in the Third Election District, to be vested in the heirs of William Henry Johnson. Research reveals that William Henry Johnson died in 1910 and was survived at that time by two daughters, Hester Johnson and Sophia Johnson, who were the children of the first marriage to a Lucy Johnson, (the said Lucy Johnson having predeceased the said William Henry Johnson). William Henry Johnson having remmaried Irene Mary Brown Johnson in June, 1906. There is no evidance that Irene Mary Brown Johnson had brothers or sisters or children by William Henry Johnson and her parents are unknown, (she having died intestate May 6, 1946).

Hester Johnson married one Elmer Green, who survives to this day and lives somewhere in Annapolis; he being her only heir at law and there being no children of this union.

Sophia Johnson died leaving no husband or children. However, leaving the following aunts, uncles and counsins.

(a) Unknown heirs of Essie Johnson, sister of William Henry Johnson, deceased.
(b) Lola Stansbury, widow, only heir at law of Mattie Johnson Ireland, sister of William Henry Johnson, deceased.
(c) Maggie Johnson Wright, widow, sister of William Henry Johnson, deceased, whose husband predeceased her, there being no children of this union.

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(d) Mabel Johnson Porter, widow, sister of William Henry Johnson, deceased.
(e) Irene Johnson Turner, divorced, no children of this union. (See Deed G. W. 41, folio 393)
(f) Kermit Johnson, adult, son of Aliver Johnson, deceased, brother of William Henry Johnson.
And the unknown heirs at law, alienees, assignees and devisees of William Henry Johnson, deceased; Hester Johnson Green, deceased; and Sophia Johnson, deceased.

(14) That Fred W. Caldwell and Ethel Caldwell, his wife, are the record owners of an irregular shaped lot fronting on a creek 50.7 feet (said creek believed to be Parkers Island Creek) located in the Seventh Election District near Masons Beach (See Deeds J.H.H. 397, folio 53 and J.H.H. 288, folio 20)

(15) That Sarah T. Smith is the owner of .53 acres, more or less, of land situated in the First Election District, this lot being the remainder of a lot conveyed to her by the "Wards", (See Deed J.H.H. 131, folio 299, and the conveyance J.H.H. 711, folio 489 for a more complete description) Also the parcel of land examined is subject to a First Mortgage to National Contracting Company, Inc. dated December 10, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 804, folio 251 in the sum of $632.09.

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

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8, 1956, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the City of Annapolis, and plaintiff bid and paid for the aforesaid Tax Sale Certificates, the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) A3024	$ 50.00	$ 30.32
(2) A3031	163.78	163.78
(3) A3247	87.16	87.16
(4) A3246	23.76	23.76
(5) A3049	38.46	38.46
(6) A3211	55.00	26.26
(7) A3245	105.44	105.44
(8) A3205	27.60	27.60

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CERTIFICATE NO.	BID	PRICE PAID
(9) A3204	$ 43.79	$ 43.79
(10) A3236	17.83	17.83
(11) A3231	300.00	39.83
(12) A3237	91.30	91.30
(13) A3037	71.31	71.31
(14) A3232	26.47	26.47
(15) A3095	75.00	65.79

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

CERTIFICATE NO.	AMOUNT DUE
(1) A3024	$ 30.32
(2) A3031	163.78
(3) A3247	87.16
(4) A3246	23.76
(5) A3049	38.46
(6) A3211	26.26
(7) A3245	105.44
(8) A3205	27.60
(9) A3204	43.79
(10) A3236	17.83
(11) A3231	39.83
(12) A3237	91.30
(13) A3037	71.31
(14) A3232	26.47
(15) A3095	65.79

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 Compalint.

(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.

SOUTHERN MUNICIPAL CORPORATION

By: C. Maurice Weidemeyer
C. Maurice Weidemeyer, President

C. Maurice Weidemeyer
C. Maurice Weidemeyer
235 Main Street
Annapolis, Maryland
COlonial 3-3557
Attorney for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 20th day of September, 1950.

Mildred P. Brice
Mildred P. Brice - Notary Public

(1)

LIBER 119 PAGE 13

A 3024 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 7th 1956, I sold to Southern Municipal at public auction for the sum of 50 Dollars and 00 Cents, of which 30.32 Dollars has been paid as a deposit on the property in 2nd District described as Lots 9-12 20x124 Ea. Blk 695 as situated N. Conaway

and assessed to Worthington M & Jessie Mills

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 7, 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 ____ day of ____ 19__

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires ____

13

Plaintiff's Exhibit No. 1
filed 1958 Sept. 20 AM 11:36

LIBER 119 PAGE 14

A 3031 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1956, I sold to Southern Municipal at public auction for the sum of 163 Dollars and 78 Cents, of which 163.78 Dollars has been paid as a deposit on the property in 3rd District described as Lots 14-15-16-17-18-19 Sec 76. & Supr as shown on the Plat of Green Haven

and assessed to Bessie E. Watson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1956.

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires July 6, 1957

Plaintiff's Exhibit No. 2

14

filed 1958 Sept. 20 AM 11:36

(3)

LIBER 119 PAGE 15

A 3247

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer; Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 87 Dollars and 16 Cents, of which 87.16 Dollars has been paid as a deposit on the property in 3rd District described as Lots 25-26 Blk M as shown on the Plat of Marley Pk Beach

1953 Resale

and assessed to Michael S + Theodora + Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 19 56.

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], 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 [illegible]

15

Plaintiff's Exhibit No. 3
Filed 1958 Sept. 20 AM 11:36

LIBER 119 PAGE 16 (4)

A 3246 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 23 Dollars and 76 Cents, of which 23.76 Dollars has been paid as a deposit on the property in 3rd District described as Lots 11-12-13-14-15-16 Sec 111 As shown on the Plat of Green Haven

1953 Resale

and assessed to Geo. C. Schmidt & Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 19 56

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial

Notary Public.

My Commission Expires 1959

Plaintiff's Exhibit No. 4

16 filed 1958 Sept. 20 AM 11:36

LIBER 119 PAGE 17

(5)

A 3049 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Lutheran Municipal at public auction for the sum of 38 Dollars and 46 Cents, of which 38.46 Dollars has been paid as a deposit on the property in 5th District described as Unnumb lot on rear of Lots 23-25 Terrace Rd Ridgeway Manor Lot 1A revised Plat Manor Rd Ridgeway Manor as shown on the Plat of M. Lutheran and assessed to Research Foundation Inc.

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 [illegible], a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this _____ day of _____ 19____

_____
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], 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 1, 1957

17 Plaintiff's Exhibit No. 5 filed 1958 Sept. 20 AM 11:36

LIBER 119 PAGE 18

(6)

A 3211 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 55 Dollars and 00 Cents, of which 26.26 Dollars has been paid as a deposit on the property in 5th District described as Lot 21 50X150 as situated W.S. Furnace Br. Rd.

and assessed to Albert & Etta S Tokes

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, 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 6, 1957

Plaintiff's Exhibit No. 6

Filed 58 Sept 20 AM 11:36

18

LIBER 119 PAGE 19 (7)

A 3245 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 105 Dollars and 44 Cents, of which 105.44 Dollars has been paid as a deposit on the property in 3rd District described as Lots 15-16 Sec E 40x126 as shown on the Plat of Glen Burnie Hgts

1953 Rusak

and assessed to William & Sophie Bright

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct. 1956

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

Notary Public.

My Commission Expires 5/7/57

19 Plaintiff's Exhibit No. 7 filed 1958 Sept 20 AM 11:36

LIBER 119 PAGE 20

(5)

A 3205

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 27 Dollars and 60 Cents, of which 27.60 Dollars has been paid as a deposit on the property in 5th District described as Lot 25X125 as shown on the Plat of Patapsco Pk. Sanitary also.

and assessed to Robert & Mary Neal.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, 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 Ba Lewis
Notary Public.

My Commission Expires May 6, 1957

20

Plaintiff's Exhibit No. 8 filed 1958 Sept 20 AM 11:36

LIBER 119 PAGE 21

(9)

A 3204

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 43 Dollars and 79 Cents, of which 43.79 Dollars has been paid as a deposit on the property in 5th District described as Lot 634-635 Plat 1 25 x 125 ea as shown on the Plat of Patapsco Pk

Sanitary also

and assessed to Robert Deal.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], 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 [illegible]

Plaintiff's Exhibit No. 9

Filed 1958 Sept. 20 AM 11:36

21

LIBER 119 PAGE 22

(10)

A 3236 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 17 Dollars and 83 Cents, of which 17.83 Dollars has been paid as a deposit on the property in 7th District described as Lot 62-63 25X130 ea as situated at Selassie Villa Shadyside

and assessed to Benjamin & Elsie J. Taylor 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 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lawrence
Notary Public.

My Commission Expires 1957

22 Plaintiff's Exhibit No. 10 filed 1958 Sept. 20 AM 11:36

LIBER 119 PAGE 23 (11)

A 3231 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 300 Dollars and 00 Cents, of which 39.83 Dollars has been paid as a deposit on the property in 7th District described as 21.5 acres as situated at Churchton W.S. Shadyside Rd

and assessed to Chas Brown

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], 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,

[signature]
Notary Public.

My Commission Expires [illegible] 1957

Plaintiff's Exhibit No. 11

23

filed 1958 Sept 20 AM 11:36

LIBER 119 PAGE 24

(12)

A 3237 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 91 Dollars and 30 Cents, of which 91.30 Dollars has been paid as a deposit on the property in 8th District described as Lot 7 Blk 38 Lots 13-14-15 16 Blk 31 as shown on Plat of North Beh Pk

and assessed to Charles W & Rose Maye Allison

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal, Notarial.

Ruth M. Lewis
Notary Public.

My Commission Expires 1957

24 Plaintiff's Exhibit No. 12 filed 1958 Sept. 20 AM 11:36

LIBER 119 PAGE 25

(13)

A 3037 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October [illegible] 1956, I sold to Anne Arundel Municipal at public auction for the sum of 71 Dollars and 31 Cents, of which 71.31 Dollars has been paid as a deposit on the property in 3rd District described as 4 acres & bugs as situated at Brooks Woods

and assessed to Irene Johnson

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 [illegible] 1, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this _____ day of _____ 19__

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 4th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], 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,

[signature]
Notary Public.

My Commission Expires July 1, 1958

25 Plaintiff's Exhibit No. 13 filed 1958 Sept. 20 AM 11:36

LIBER 119 PAGE 26

(14)

A 3232

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 8th 1956, I sold to Southern Municipal at public auction for the sum of 26 Dollars and 47 Cents, of which 26.47 Dollars has been paid as a deposit on the property in 7th District described as Lot 50 x 300 as situated at Deale

and assessed to Fred W. Caldwell

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], 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 McKenna
Notary Public.

My Commission Expires 1957

56 Plaintiff's Exhibit No. 14 filed 1958 Sept. 20 AM 11:36

LIBER 119 PAGE 27

(13)

A 3095

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 7th 1956, I sold to Southern Municipal at public auction for the sum of 75 Dollars and 00 Cents, of which 65.79 Dollars has been paid as a deposit on the property in 1st District described as 1 lot or .53 acres & Imps as situated at Mayo on Schusslers Rd

and assessed to Sarah T Smith

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

[illegible]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], 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 [illegible]

Plaintiff's Exhibit No. 15 filed 1958 Sept 20 AM 11:36

27

17-426

LIBER 119 PAGE 28

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the State
of Delaware,
236 Main Street
Annapolis, Maryland

IN EQUITY

EQUITY NO. 12,869

Plaintiff

vs.

WORTHINGTON McCAGER MILLS (son) and JESSIE MILLS (mother), R.F.D.#2, Mitchelsville, Prince Georges County, Maryland; BLANCHE MILLS and McCAGER MILLS, Addresses unknown; JOSEPH T. OWENS, also known as Joseph T. Ownes, Address unknown. WORTHINGTON MILLS, Address Unknown

BESSIE E. WATSON, Green Haven, Pasadena P. O., Maryland and PAULINE W. HARRISON (Widow) Address unknown

MICHAEL S. SHACKA, also known as Michael Schacka, also known as Michael S. Shaca, and RITA H. SHACKA, also known as Reda Shacka, his wife, 213 Greenway Road, Glen Burnie, Maryland; and LOUIS KENNELL, son of Emma Kennell, deceased, also known as Louis Kennel, son of Emma Kennel, deceased; and FLORENCE J. KENNELL, also known as Florence J. Kennel, Addresses unknown; MASTER LOAN SERVICE, 111 North Charles Street, Baltimore, Maryland; HOWARD FURNITURE STORE, 109 North Howard Street, Baltimore, Maryland; and HOUSEHOLD FINANCE CORPORATION, First National Bank Building, Baltimore, Maryland, Judgment Creditors

GEORGE C. SCHMIDT and MARGARET SCHMIDT, his wife, Pasadena R.F.D., Maryland; and the following named Judgment Creditors: JOHN H. NORRIS, 305 E. Maple Road, Linthicum Heights, Maryland; STATE OF MARYLAND, c/o Secretary of State, Annapolis, Maryland; STATE OF MARYLAND DEPARTMENT OF EMPLOYMENT SECURITY, c/o Secretary of State, Annapolis, Maryland; GAR WOOD INDUSTRIES, INC., 2267 Kirk Avenue, Baltimore, Maryland; STANDARD REGISTER COMPANY, 18 North Charles Street, Baltimore, Maryland.

RESEARCH FOUNDATION, INC., c/o Adam F. Hoff, P. O. Box 493, Baltimore, Maryland

ALBERT STOKES and ETTA STOKES, his wife, 1026 North Fulton Avenue, also 206 E. Lanvale Street, Baltimore, Maryland

WILLIAM BRIGHT and SOPHIA BRIGHT, his wife, 959 North Chester Street, Baltimore, Maryland, (also known as Sophie Bright)

ROBERT DEAL and MARY DEAL, his wife, 1418 Carroll Street, Baltimore 30, Maryland

FILED

1958 SEP 20 AM 11:36

28

~~ROBERT DEAL and MARY DEAL, his wife, 1418 Carroll Street, Baltimore 30, Maryland and~~ ANNIE E. DOLMAN, address unknown.

BENJAMIN H. TAYLOR, JR. and ELSIE J. TAYLOR, his wife, 2109 - 4th Street, N. W., Washington, D. C.

CHARLES BROWN and/or Wife, Churchton, Maryland

CHARLES W. ALLISON and ROSE MAYE ALLISON, his wife, 6119 Eleventh Street, North, Arlington Virginia.

Unknown heirs at law, alienees, assignees and devisees of WILLIAM HENRY JOHNSON, IRENE MARY BROWN JOHNSON, HESTER JOHNSON GREEN and SOPHIA JOHNSON, all deceased and all formerly of Browns Woods, Annapolis, Maryland; ELMER GREEN, husband of Hester Johnson Green, she being deceased and they having no children, Annapolis, Maryland; And the following known Aunts, Uncles and Cousins, and, Unknown heirs of ESSIE JOHNSON, sister of William Henry Johnson, Address Unknown; LOLA STANSBURY, widow, only heir at law of Mattie Johnson Ireland, sister of William Henry Johnson, deceased, Annapolis R.F.D. #2, Maryland; MAGGIE JOHNSON WRIGHT, widow, sister of William Henry Johnson, deceased, whose husband predeceased her, address unknown; MABEL JOHNSON PORTER widow, sister of William Henry Johnson, deceased, address unknown; IRENE JOHNSON TURNER, divorced, address unknown. KERMIT JOHNSON, son of Oliver Johnson, deceased, address unknown.

FRED W. CALDWELL and ETHEL CALDWELL, his wife, 3100 Monroe Street, N. E., Washington, D. C.

SARAH T. SMITH, Mayo, Maryland and NATIONAL CONTRACTING COMPANY, INC. Mortgagee, 4018 W. Strathmore Avenue, Baltimore, Maryland

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) Second	Lots 9-10-11-12, Subdivision of Louis L. Lee property, Crain Highway, as shown on plat 18, folio 39 (More particularly described in J.H.H. 568, folio 442)	A3024
(2) Third	Lots 14-15-16-17-18-19, Blk. 76, as shown on plat of Outing Park, also known as Green Haven, Plat Book 13, folio 40-41 and Plat Book 7, folio 7 (More particularly described in J.H.H. 275, folio 281)	A3031
(3) Third	Lots 25-26, Block M, as shown on the Plat of Marley Park Beach, Plat Book 2, folio 19 (formerly W.N.W. 2, folio 11) (More particularly described in J.H.H. 264, folio 232)	A3247

(4) Third	Lots 11-12-13-14-15-16, in Section 111, as shown on the plat of Green Haven, Plat Book 15, folio 7, (formerly plat book W.N.W. 1, folio 346) (More particularly described in F.A.M. 140, folio 592	A3246
(5) Fifth	The unnumbered and undesignated lot Northwest of and in the rear of lots 21-23-25, Terrace Road, as will more fully appear on the Revised and Amended Plat of Ridgeway Manor, North Linthicum, Plat Book 23, folio 39. (J.H.H. 738, folio 230)	A3049
(6) Fifth	Lot 21, as shown on the plat of Maxie A. Brooks property (plat book 18, folio 49) (More particularly described in J.H.H. 335, folio 480)	A3211
(7) Third	Lots 15-16, Section E, as shown on the plat of Glen Burnie Heights, plat book 16, folio 19 and 20 (More particularly described in W.M.B.26, folio 408)	A3245
(8) Fifth	Lot 636, as shown on the Plat of Patapsco Park, see plat book 12, fol. 8, (More particularly described in J.H.H. 342, folio 145)	A3205
(9) Fifth	Lots 634-635, as shown on the plat of Patapsco Park, See plat book 12, folio 8 (More particularly described in J.H.H. 260, folio 22	A3204
(10) Seventh	Lots 62-63, as shown on the plat of Selassie Villa,plat book 17, folio 44, (More particularly described in J.H.H. 337, folio 197)	A3236
(11) Seventh	21.5 acres, more or less, as situated at Churchton on the West side of Shady-side Road (more particularly described in two deeds: G.W. 29, folio 275, 6A; and W.N.W. 59, folio 264, 14A)	A3231
(12) Eighth	Lots 13-14-15-16, Block 31 and Lot 7, Block 38, as shown on the plat of North Beach Park, plat book 3, folio 26 (More particularly described in J.H.H. 866, folio 476)	A3237
(13) Third	4 acres, more or less, and Improvements as situated at Browns Woods (Being the remainder conveyed to William Henry Johnson - G.W. 41, folio 393)	A3037

(14) Seventh	Lot 50 x 300 feet, situated at Deale (on an unnamed creek) being more particularly described in J.H.H. 288, folio 20.	A3232
(15) First	1 Lot or .53 acres, more or less, and improvements, as situated at Mayo on Schussler Road, (More particularly described in J.H.H. 227, folio 69)	A3095

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 8, 1956, for 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 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. A3024 - Lots 9-10-11-12, as shown on the Plat of Subdivision of Louis L. Lee property on Crain Highway, Second Election District and assessed to Worthington M. and Jessie Mills and sold to the Plaintiff for $50.00 of which sum $30.32 has been paid on account.

(2) Certificate No. A3031 - Lots 14-15-16-17-18-19, Sect. 76 and Improvements, as shown on the Plat of Green Haven in the Third Election District and assessed to Bessie E. Watson and sold to the Plaintiff for $163.78 of which sum $163.78 has been paid.

(3) Certificate No. A3247 - Lots 25-26, Blk. M, as shown on the plat of Marley Park Beach (1953 Resale) Third District and assessed to Michael S. Shacka and wife and sold to the Plaintiff for $87.16 of which sum $87.16 has been paid.

(4) Certificate No. A3246 - Lots 10-11-12-13-14-15, Sect. 111, as shown on the plat of Green Haven in the Third Election District and assessed to George C. Schmidt and wife and sold to the Plaintiff for $ 23.76 of which sum $23.76 has been paid.

(5) Certificate No. A3049 - An unnumbered lot in the rear of Lots 21-23-25, Terrace Road, Ridgeway Manor, Revised Plat of Manor Road, Ridgeway Manor, as shown on the Plat of North Linthicum, Fifth Election District and assessed to Research Foundation, Inc. and sold to the Plaintiff for $38.46 of which sum $38.46 has been paid.

(6) Certificate No. A3211 - Lot 21 (50 x 150) as situated on the West side of Furnace Branch Road (as shown on plat of Maxie A. Brooks property) Fifth Election District and assessed to Albert and Etta Stokes and sold to the Plaintiff for $55.00 of which sum $26.26 has been paid on account.

(7) Certificate No. A3245 - Lots 15-16, Section E (40 x 126), as shown on the Plat of Glen Burnie Heights (1953 Resale) Third Election District and assessed to William and Sophia Bright and sold to the Plaintiff for $105.44 of which sum $105.44 has been paid. (Also known as Sophie Bright)

(8) Certificate No. 3295 -(Lot 25 x 125) Lot No. 636, as shown on the plat of Patapsco Park, Fifth Election District and assessed to Robert and Mary Deal and sold to the Plaintiff for $27.60 of which sum $27.60 has been paid. (Sanitary Also)

(9) Certificate No. A3204 - Lots 634 - 635, Plat No. 1, 25 x 125 each, as shown on the plat of Patapsco Park (Sanitary Also) Fifth Election District and assessed to Robert Deal and sold to the Plaintiff for $43.79 of which sum $43.79 has been paid.

(10) Certificate No. A3236 - Lots 62-63, 25 x 130 each, as shown on the plat of Selassie Villa, Seventh District and assessed to Benjamin and Elsie J. Taylor, Jr. and sold to the Plaintiff for $17.83 of which sum $17.83 has been paid.

(11) Certificate No. A3231 - 21.5 Acres, as situated at Churchton, West side Shadyside Road, Seventh Election District and assessed to Charles Brown and sold to the Plaintiff for $300.00 of which sum $39.83 has been paid on account.

(12) Certificate No. A3237 - Lots 13-14-15-16, Block 31 and Lot 7, Block 38, as shown on the plat of North Beach Park, Eighth Election District and assessed to Charles W. Allison and Rose Maye Allison and sold to the Plaintiff for $91.30 of which sum $91.30 has been paid.

(13) Certificate No. A3037 - 4 acres and Improvements, as situated at Browns Woods, Third E ection District, and assessed to Irene Johnson and sold to the Plaintiff for $71.31 of which sum $71.31 has been paid.

(14) Certificate No. A3232 - A Lot 50 x 300, as situated at Deale (fronting on an unnamed Creek) Seventh Election District, and assessed to Fred W. Caldwell and sold to the Plaintiff for $26.47 of which sum $26.47 has been paid.

(15) Certificate No. A3095 - 1 Lot or .53 acres and Improvements, as situated at Mayo on Schussler Road, First Election District and assessed to Sarah T. Smith, and sold to the Plaintiff for $75.00 of which $55.79 has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupon this 20th day of September, 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 26th day of November, 1958, next, warning the said Worthington McCager Mills, Jessie Mills, Joseph T. Owens, also known as Joseph T. Ownes, Worthington Mills, Blanche Mills, McCager Mills; Bessie E. Watson and Pauline W. Harrison; Michael S. Shacka, also known as Michael S. Schacka, also known as Michael Shaca, and Reda Shacka, his wife, also known as Rita H. Shacka, Emma Kennell, also known as Emma Kennel, Florence Kennell and Louis Kennell, also known as Florence Kennel and Louis Kennel, Master Loan Service, Howard Furniture Company, Household Finance Company; George C. Schmidt and Margaret Schmidt, his wife, John H. Norris, State of Maryland, Gar Wood Industries, Inc. and Standard Register Company; Research Foundation Inc.; Albert Stokes and Etta Stokes, his wife; William Bright and Sophia Bright, also known as Sophie Bright, his wife; Robert Deal; Robert Deal and Mary Deal, his wife; Benjamin H. Taylor, Jr. and Elsie J. Taylor, his wife; Charles Brown and Mrs. Charles Brown; Charles W. Allison and Rose Maye Allison, his wife;

heirs at law of William Henry Johnson, Irene Mary Brown Johnson, Hester Johnson Green, Sophia Johnson and Elmer Green, surviving husband of Hester Johnson Green; unknown heirs of Essie Johnson, sister of Wm. Henry Johnson, Lola Stansbury, Widow; and heirs at law of Maggie Johnson Wright, deceased sister of Wm. Henry Johnson, Heirs at law of Mabel Johnson Porter deceased, sister of Wm. Henry Johnson, deceased, and Irene Johnson Turner, Kermit Johnson, nephew of Wm. Henry Johnson and the other heirs at law, unknown, of Oliver Johnson, deceased, brother of Wm. Henry Johnson, deceased, and the unknown heirs at law, alignees, assignees and devisees of Wm. Henry Johnson, Hester Johnson Green, Sophia Johnson, deceased; Fred W. Caldwell and Ethel Caldwell, his wife, and Sarah T. Smith, widow; National Contracting Company, Inc. 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 colicitor on or before the 26th day of November, 1958, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

TRUE COPY,

TEST: _____

Clerk

v 10/9/58

LIBER 119 PAGE 35

SOUTHERN MUNICIPAL CORPORATION, a body corporate	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
VS.		ANNE ARUNDEL COUNTY
WORTHINGTON McCAGER MILLS, et al	:	
Defendants	:	In Equity 12869

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

And now comes National Contracting Company, Inc., a body corporate, by Symone S. Spector, its Solicitor, and in answer to the Bill of Complaint heretofore filed in the above entitled matter says:

1. That in answer to Paragraphs 1, 2, 3, 4 (including sub-paragraphs 1 to 14 inclusive) 5, & 6, your Respondent respectfully states that it has no knowledge of the matters and facts set out therein but respectfully states that all such matters are matters of public record and are therefore admitted.

2. That in answer to Paragraph 4, Sub-section 15, your Respondent respectfully states that it was true and correct that it, the said National Contracting Company, Inc., was the holder of a first mortgage, duly executed by Sarah T. Smith for the property therein described, which mortgage was dated December 10, 1953 and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. 804, folio 251, but your Respondent respectfully states that it no longer is the holder of said mortgage which it duly assigned to the Baltimore Federal Savings & Loan Association under date of December 11, 1953, retaining no interest therein and having no interest therein at the present time; Your Respondent in further answering this said Paragraph, respectfully states that it has been advised that the Baltimore Federal Savings & Loan Association has duly assigned the said mortgage to the Federal Housing Administration of the United States of America.

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3. That in answer to Paragraph 7 of the Bill of Complaint filed in the above entitled matter, your Respondent respectfully states that it has no knowledge of the matters and facts stated therein and has no interest in the redemption of any of the Tax Sale listed in said paragraph.

WHEREFORE Your Respondent respectfully states that it has no interest in the matters and facts set out inthe above entitled matter and asks that it be hence dismissed.

AND AS IN DUTY BOUND, ETC.

Symone S. Spector
Solicitor for National
Contracting Company, Inc.
One of the Defendants

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 10th day of October, 1958, personally appeared Max Schaeffer, President of National Contracting Company, Inc., and made oath in due form of law that the matters and facts set forth in the aforegoing Answer are true and correct to the best of his information, knowledge and belief.

AS WITNESS My hand and seal .

Rose Marie Wiener
Notary Public

I hereby certify that on this 10th day of October, 1958, a copy of the within Answer was mailed to C. Maurice Weidemeyer, Esquire, Attorney for Plaintiff, 236 Main Street, Annapolis, Maryland.

Symone S. Spector,
Attorney for one of the
Defendants

LIBER 119 PAGE 37 OFFICE (

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1958

We hereby certify, that the annexed

Order of Publication
Eq. 13,869
Southern Municipal
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 26th day of November, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 NOV 5 AM 11:17

By J. Leighton

C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Maryland
Attorney

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY NO. 12,869

Southern Municipal Corporation, a body corporate of the State of Delaware,
236 Main Street
Annapolis, Maryland
Plaintiff

VERSUS

WORTHINGTON McCAGER MILLS (son) and JESSIE MILLS (mother), R.F.D. 2, Mitchelsville, Prince Georges County, Maryland; BLANCHE MILLS and McCAGER MILLS, Addresses unknown; JOSEPH T. OWENS, also known as Joseph T. Owens, Address unknown. WORTHINGTON MILLS, Address unknown.

BESSIE E. WATSON, Green Haven, Pasadena P.O., Maryland and PAULINE W. HARRISON (Widow), Address Unknown.

MICHAEL S. SHACKA, also known as Michael Schacku, also known as Michael S. Shaco, and RITA H. SHACKA, also known as Reda Shacko, also known Greenway Road, Glen Burnie, Maryland; and LOUIS KENNELL, son of Emma Kennell, deceased, also known as Louis Kennel, son of Emma Kennel, deceased; and FLORENCE J. KENNELL, also known as Florence J. Kennel, Addresses unknown; MASTER LOAN SERVICE, 111 North Charles Street, Baltimore, Maryland; HOWARD FURNITURE STORE, 109 North Howard Street, Baltimore, Maryland; and HOUSEHOLD FINANCE CORPORATION, First National Bank Building, Baltimore, Maryland, Judgment Creditors.

GEORGE C. SCHMIDT and MARGARET SCHMIDT, his wife, Pasadena R.F.D., Maryland; and the following named Judgment Creditors: JOHN H. NORRIS, 305 E. Maple Road, Linthicum Heights, Maryland; STATE OF MARYLAND, c/o Secretary of State, Annapolis, Maryland; STATE OF MARYLAND DEPARTMENT OF EMPLOYMENT SECURITY, c/o Secretary of State, Annapolis, Maryland; GAR WOOD INDUSTRIES INC., 2267 Kirk Avenue, Baltimore, Maryland; STANDARD REGISTER COMPANY, 18 North Charles Street, Baltimore, Maryland.

RESEARCH FOUNDATION, INC., c/o Adam F. Hoff, P.O. Box 493, Baltimore, Maryland.

ALBERT STOKES and ETTA STOKES, his wife, 1026 North Fulton Avenue, also 206 E. Lanvale Street, Baltimore, Maryland.

WILLIAM BRIGHT and SOPHIA BRIGHT, his wife, 859 North Chester Street, Baltimore, Maryland, (also known as Sophie Bright).

ROBERT DEAL and MARY DEAL, his wife, 1418 Carroll Street, Baltimore 30, Maryland and ANNIE E. DOLMAN, address unknown.

BENJAMIN H. TAYLOR, JR. and

		of Green Haven, Plat Book 15, folio 7, (formerly plat book W. N. W. 1, folio 346) (More particularly described in F. A. M. 140, folio 592)
(5) Fifth	A3049	The unnumbered and undesignated lot Northwest of and in the rear of lots 21-23-25, Terrace Road, as will more fully appear on the Revised and Amended Plat of Amended Plat of Ridgeway Manor, North Linthicum, Plat Book 23, folio 39. (J. H. H. 738, folio 230)
(6) Fifth	A3211	Lot 21, as shown on the plat of Maxie A. Brooks property (plat book 18, folio 49) (More particularly described in J.H. H. 335, folio 480)
(7) Third	A3245	Lots 15-16, Section E, as shown on the plat of Glen Burnie Heights, plat book 16, folio 19 and 20 (More particularly described in W.M.B. 26, folio 408)
(8) Fifth	A3205	Lot 636, as shown on the Plat of Patapsco Park, see plat book 12, folio 8, (More particularly described in J. H. H. 342, folio 145)
(9) Fifth	A3204	Lots 634 - 635, as shown on the plat of Patapsco Park, See plat book 12, folio 8 (More particularly described in J. H. H. 260, folio 22)
(10) Seventh	A3236	Lots 62 - 63, as shown on the plat of Selassie Villa, plat book 17, folio 44, (More particularly described in J. H. H. 337, folio 197)
(11) Seventh	A3231	21.5 acres, more or less, as situated at Churchton on the West side of Shadyside Road (more particularly described in two deeds: G.W. 29, folio 275, 6A; and W. N. W. 59, folio 245, 14A)
(12) Eighth	A3237	Lots 13-14 - 15-16, Block 31 and Lot 7, Block 38, as shown on the plat of North Beach Park, plat book 3, folio 26 (More particularly described in J.H. H. 868, folio 476)
(13) Third	A3037	4 acres, more or less, and Improvements as situated at Browns Wood (Being the remainder conveyed to William Henry Johnson — G.W. 41, folio 393)
(14) Seventh	A3232	Lot 50 x 300 feet, situated at Deale on an unnamed creek) being more particularly described in J. H.H. 288, folio 20)
(15) First	A3095	1 Lot or .53 acres, more or less, and improvements as situated at Mayo on Schussler Road, (More particularly described in J. H.H. 227, folio 69)

to the Plaintiff for $55.00 of which sum $26.26 has been paid on account.

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The Bill of Complaint states among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupon this 20th day of September, 1958, by the Circuit Court for Anne Arundel County in Equity,

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ELSIE J. TAYLOR, his wife, 2109 4th Street, N.W., Washington, D.C.
CHARLES BROWN and/or Wife, Churchton, Maryland.
CHARLES W. ALLISON and ROSE MAYE ALLISON, his wife, 6119 Eleventh Street, North, Arlington, Virginia.
Unknown heirs at law, alienees, assignees and devisees of WILLIAM HENRY JOHNSON, IRENE MARY BROWN JOHNSON, HESTER JOHNSON GREEN and SOPHIA JOHNSON, all deceased and all formerly of Browns Woods, Annapolis, Maryland; ELMER GREEN, husband of Hester Johnson Green, she being deceased and they having no children, Annapolis, Maryland; And the following known Aunts, Uncles and Cousins, and, Unknown heirs of ESSIE JOHNSON, sister of William Henry Johnson, Address Unknown; LOLA STANSBURY, widow, only heir at law of Mattie Johnson, Ireland, sister of William Henry Johnson, deceased, Annapolis R.F.D. 2, Maryland; MAGGIE JOHNSON WRIGHT, widow, sister of William Henry Johnson, deceased, whose husband predeceased her, address unknown; MABEL JOHNSON PORTER, widow, sister of William Henry Johnson, deceased, address unknown; IRENE JOHNSON TURNER, divorced, address unknown; KERMIT JOHNSON, son of Oliver Johnson, deceased, address unknown.
FRED W. CALDWELL and ETHEL CALDWELL, his wife, 3100 Monroe Street, N.E., Washington, D.C.
SARAH T. SMITH, Mayo, Maryland and NATIONAL CONTRACTING COMPANY, INC., Mortgagee, 4018 W. Strathmore Avenue, Baltimore, Maryland.
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	Cer. No.
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(2) Third	Lots 14-15-16-17-18-19, Blk. 76, as shown on plat of Outing Park, also known as Green Haven, Plat Book 15, folio 40-41 and Plat Book 7, folio 7 (More particularly described in J.H.H. 275, folio 281)	A3031
(3) Third	Lots 25-26, Block M, as shown on the Plat of Marley Park Beach, Plat Book 2, folio 19 (formerly W. N. W. 2, folio 11) (More particularly described in J. H. H. 264, folio 232)	A3247
(4) Third	Lots 11-12-13-14-15-16, in Section 111, as shown on the plat	A-3246

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 8, 1956, for amount in said Certificates hereinafter set forth:

Defendants

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(3) Certificate No. A-3247 — Lots 25-26, Blk. M, as shown on the plat of Marley Park Beach (1953 Resale) Third District and assessed to Michael S. Shacka and wife and sold to the Plaintiff for $87.16 of which sum $87.16 has been paid.

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

LIBER 119 PAGE 35

SOUTHERN MUNICIPAL CORPORATION, a body corporate	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WORTHINGTON McCAGER MILLS, et al	*	IN EQUITY NO. 12,869
Defendants	*	

****

ANSWER AND DISCLAIMER OF HOUSEHOLD FINANCE CORPORATION

Household Finance Corporation, a corporation, erroneously described in the caption herein as "Household Finance Company", by its Attorney, James F. Thrift, says as follows:

1. This Corporation admits that it is the holder of a Judgment against Michael S. Shacka and wife as evidenced by Law

Case No. 4325 in this Court, but that this Corporation, because of the defective title of Michael S. Shacka and wife to Lots No. 25 and 26, Block M, as shown on the Plat of Marley Park Beach, and because of the prior judgements against said Michael S. Shacka and wife, disclaims any further interest in the said Lots 25 and 26, Block M, Marley Park Beach.

HOUSEHOLD FINANCE CORPORATION

By: James F. Thrift
James F. Thrift, Attorney
232 Equitable Building

I HEREBY CERTIFY that on this 21st day of November, 1958, I forwarded by mail a copy of the above Answer and Disclaimer to C. Morris Weidemeyer, Attorney for the Plaintiff, at his office, 236 Main Street, Annapolis, Maryland.

James F. Thrift
JAMES F. THRIFT
232 Equitable Bldg.
Balt. 2, Md.

FILED

1958 NOV 22 AM 11:26

38

SOUTHERN MUNICIPAL CORPORATION, Plaintiff	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
WORTHINGTON McCAGER MILLS, et al., Defendants	:	ANNE ARUNDEL COUNTY,
	:	MARYLAND
	:	Equity No. 12,869

A N S W E R

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of the State of Maryland to the Bill of Complaint filed herein, says:

That it has no interest in the subject matter of this proceeding, and that it will abide by such decree or decrees as may be passed in the premises.

AND, having fully answered, the State prays to be dismissed hence with costs.

AND, as in duty bound, etc.

C. Ferdinand Sybert
C. Ferdinand Sybert
Attorney General

Theodore C. Waters, Jr.
Theodore C. Waters, Jr.
Asst. Attorney General
Attorneys for State of Maryland
1201 Mathieson Bldg.
Baltimore 2, Maryland
LExington 9-5413

I HEREBY CERTIFY that on this 8th day of December, 1958, a copy of the within Answer was mailed to C. Maurice Weidemyer, Esq., attorney for Plaintiff, 236 Main Street, Annapolis, Maryland.

Theodore C. Waters, Jr.
Theodore C. Waters, Jr.
Asst. Attorney General

57

LIBER 119 PAGE 41

SOUTHERN MUNICIPAL CORPORATION	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WORTHINGTON McCAGER MILLS, et al	*	IN EQUITY NO. 12,869
Defendants	*	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 8th day of October, 1956, for non-payment of taxes due for the years 1955 and 1956.

And it further appearing that the Defendant, State of Maryland, was duly served, has filed an Answer herein and has prayed to be dismissed from this case, and that the Defendant, Household Finance Corporation, was duly served, has filed an Answer herein disclaiming any interest in the properties herein, and that the Defendant, National Contracting Company, Inc., has filed an Answer herein disclaiming any interest in the properties herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Master Loan Service, Howard Furniture Company, George C. Schmidt and Margaret Schmidt, his wife, Robert Deal and Mary Deal, his wife, have been returned "served", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the said Defentants, Bessie E. Watson, Pauline W. Harrison, Michael S. Shacka, also known as Michael S. Schacka and Michael Shaca,

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40

Reda Shacka, also known as Rita H. Shacka, Emma Kennell, deceased, Louis Kennell, also known as Kennel, Florence Kennell, also known as Kennel, John H. Norris, Gar-Wood Industries, Inc., Standard Register Company, Research Foundation, Inc., William Bright and Sophia Bright, his wife, (also known as Sophie Bright), Charles Brown and Mrs. Charles Brown, Elmer Green, Lola Stansbury, Maggie Johnson Wright, Mabel Johnson Porter, Irene Johnson Turner, William Henry Johnson, deceased, Irene Mary Brown Johnson, deceased, Hester Johnson Green, deceased, Sophia Johnson, deceased, and the unknown heirs at law, alienees, assignees and devisees of William Henry Johnson, deceased, Hester Johnson Green, deceased and Sophia Johnson, deceased; and Sarah T. Smith, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Albert Stokes and Etta Stokes, his wife, have been returned twice "mortius est", as will more fully appear from the Sheriff's returns filed herein.

And it further appsaring that the Dsfendants, Benjamin H. Taylor, Jr., and Elsie J. Taylor, his wife, and Charles W. Allison and Rose Maye Allison, his wife, and Fred W. Caldwell and Ethel Caldwell, his wife, being non-residents, have been duly served by publication.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is, thereupon, this 9th day of January, 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

41

the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 8th day of October, 1956.

JUDGE

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1959 JAN 10 AM 9:56

42

SOUTHERN MUNICIPAL CORPORATION, A body corporate	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WORTHINGTON McCAGER MILLS, et al	*	NO. 12,869 EQUITY
Defendants		

* * *

AFFIDAVIT OF MAILING TO NON RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, President of and Attorney for Southern Municipal Corporation, the Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Bill of Complaint and Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants, Benjamin H. Taylor, Jr., Elsie J. Taylor, Charles W. Allison, Rose Maye Allison, Ethel Caldwell and Fred W. Caldwell, which said letters were mailed on November 17, 1958, as evidenced by the receipts of certified mail attached hereto and made a part hereof.

That the said certified letters mailed to Benjamin H. Taylor, Jr. and Elsie J. Taylor were returned marked "Unclaimed".

That the said certified mail addressed to Rose Maye Allison and Charles W. Allison were returned marked "moved, left no address".

That the said certified letters mailed to Ethel Caldwell and Fred W. Caldwell were received by them as indicated by the receipts for said letters filed herewith, and no Answers have been filed herein for them nor has any correspondence been received from them.

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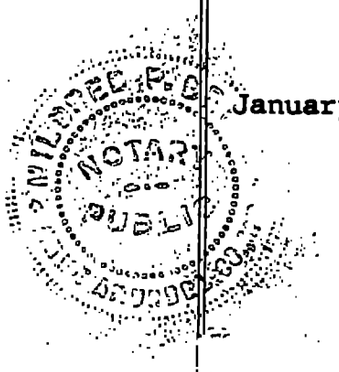
1959 JAN 10 AM 9:59

C. Maurice Weidemeyer

43

SUBSCRIBED and SWORN to before me this -9th- day of January, 1959.



Mildred P. Brice
Mildred P. Brice - Notary Public

RECEIPT FOR CERTIFIED MAIL—15¢

No. 436600

SENT TO: Ethel Caldwell
STREET AND NO.: 3100 Monroe Street., N.E.
CITY AND STATE: Washington, D. C.

If you want a return receipt, check which ☐ 7¢ shows to whom and when delivered ☐ 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK OR DATE: NOV 12 1958 WASHINGTON D.C.

POD Form 3800 Mar. 1958 Replaces previous editions of this form which MAY be used.

RECEIPT FOR CERTIFIED MAIL—15¢

No. 436597

SENT TO: Benjamin H. Taylor, Jr.
STREET AND NO.: 2109 - 4th St., N. W.
CITY AND STATE: Washington, D. C.

If you want a return receipt, check which ☐ 7¢ shows to whom and when delivered ☐ 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK OR DATE: NOV 12 1958 ANNAPOLIS MD

POD Form 3800 Mar. 1958 Replaces previous editions of this form which MAY be used.

RECEIPT FOR CERTIFIED MAIL—15¢

No. 436596

SENT TO: Mr. Charles W. Allison
STREET AND NO.: 6119 Eleventh St., N.
CITY AND STATE: Arlington, Va.

If you want a return receipt, check which ☒ 7¢ shows to whom and when delivered ☐ 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK OR DATE: NOV 12 1958 ANNAPOLIS MD

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Mrs Ethel Caldwell

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 11/21/58

ADDRESS WHERE DELIVERED (only if requested in item #1):

C88—16—71548-4 GPO

LIBER 129 PAGE 46

SOUTHERN MUNICIPAL CORPORATION, a body corporate	:	NO. 12,869 EQUITY
VS.	:	IN THE
SARAH T. SMITH, NATIONAL CONTRACTING COMPANY, INC., 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: One lot or .53 acres and improvements, as situated on Schusslers Road (Being in or near Ward's Subdivision)	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

et al.

: : : : : : :

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the defendant, Sarah T. Smith, may redeem the property described in Tax Sale Certificate No. A3095 filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1955 taxes	32.35	
for 1956 taxes	44.47	
Cost of sale	2.50	
Interest to purchaser	8.88	
for 1957 taxes	36.22	
for 1958 taxes	34.55	
for 1959 taxes	32.99	191.96
Clerk of Court, proportionate share costs		12.00
Proportionate share of advertising		21.35
Notary fee		.50
Title examination and attorney's fee		60.00
Registered letter		.35
		286.16

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Colonial 3-3957
Attorney for Plaintiff

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1959 JAN 27 AM 11:22

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

45

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Attorney for Defendant
Sarah T. Smith

ORDER OF COURT

Upon the aforegoing stipulation, it is this 27th day of January, 1959, by the Circuit Court for Anne Arundel County in Equity, ordered that the amounts necessary to redeem the property described in Tax Sale Certificate No. A3095 are:

To be paid to the County Treasurer of Anne Arundel County for 1955 taxes	32.35	
for 1956 taxes	44.47	
for cost of sale	2.50	
interest to purchaser	8.88	
for 1957 taxes	36.22	
for 1958 taxes	34.55	
for 1959 taxes	32.99	191.96
Clerk of Court, proportionate share costs		12.00
Proportionate share of advertising		21.35
Notary fee		.50
Title examination and attorney's fee		60.00
Registered letter		.35
		286.16

Matthew S. Evans
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1959 JAN 28 AM 9:42

LIBER 119 FOLIO 89

SOUTHERN MUNICIPAL CORPORATION, a body corporate	:	NO. 12,869 EQUITY
VS.	:	
SARAH T. SMITH, NATIONAL CONTRACTING COMPANY, INC., 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: One lot or .53 acres and improvements, as situated on Schusslers Road (Being in or near Ward's Subdivision), et al.	:	IN THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : :

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the defendants, Sarah T. Smith and National Contracting Company, Inc., and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. A3095 filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Colonial 3-3957
Attorney for Plaintiff

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1959 JAN 28 AM 11:09

SOUTHERN MUNICIPAL CORPORATION	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WORTHINGTON McCAGER MILLS, et al	*	IN EQUITY NO. 12, 869
Defendants	*	

******

FINAL DECREE FORCLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered and it appearing to the Court that the State of Maryland, was duly served, has filed an Answer herein and has prayed to be dismissed from this case, and that the Defendant, Household Finance Corporation, was duly served, has filed an Answer herein disclaiming any interest in the properties herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Master Loan Service, Howard Furniture Company, George C. Schmidt and Margaret Schmidt, his wife, Robert Deal and Mary Deal, his wife, have been returned "served", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the said Defendants, Bessie E. Watson, Pauline W. Harrison, Michael S. Shacka, also known as Michael S. Schacka and Michael Shaca, Reda Shacka, also known as Rita H. Shacka, Emma Kennell, deceased, Louis Kennell, also known as Kennel, Florence Kennell, also known as Kennel, John H. Norris, Par-Wood Industries, Inc., Standard Register Company, Research Foundation, Inc., William Bright and Sophia Bright, his wife, (also known as Sophie Bright), Charles Brown and Mrs. Charles Brown, Elmer Green, Lola Stansbury, Maggie Johnson Wright, Mabel Johnson Porter, Irene Johnson Turner, William

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Henry Johnson, deceased, Irene Mary Brown Johnson, deceased, Hester Johnson Green, deceased, Sophia Johnson, deceased, and the unknown heirs at law, alienees, assignees and devisees of William Henry Johnson, deceased, Hester Johnson Green, deceased and Sophia Johnson, deceased, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Albert Stokes and Etta Stokes, his wife, have been returned twice "mortius est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendants, Benjamin H. Taylor, Jr., and Elsie J. Taylor, his wife, and Charles W. Allison and Rose Maye Allison, his wife, and Fred W. Caldwell and Ethel Caldwell, his wife, being non-residents, have been duly served by publication, a copy of which has been filed herein.

And it further appearing that a Decree Pro-Confesso was entered herein on the 10th day of January, 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 26th day of February, 1959,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, State of Maryland; Household Finance Corporation; Master Loan Service; Howard Furniture Company; George C. Schmidt and Margaret Schmidt, his wife; Robert Deal and Mary Deal, his wife; Bessie E. Watson; Pauline W. Harrison; Michael S. Shacka, also

known as Michael S. Schacka and Michael Shaca; Reda Shacka, also known as Rita H. Shacka; Emma Kennell, deceased; Louis Kennell, also known as Kennel; Florence Kennell, also known as Kennel; John H. Norris; Gar-Wood Industries, Inc.; Standard Register Company; Research Foundation, Inc.; William Bright and Sophia Bright, his wife, (also known as Sophie Bright); Charles Brown and Mrs. Charles Brown; Elmer Green; Lola Stansbury; Maggie Johnson Wright; Mabel Johnson Porter; Irene Johnson Turner; William Henry Johnson, deceased; Irene Mary Brown Johnson, deceased; Hester Johnson Green, deceased; Sophia Johnson, deceased, and the unknown heirs at law, alienees, assignees and devisees of William Henry Johnson, deceased; Hester Johnson Green deceased and Sophia Johnson, deceased; Albert Stokes and Etta Stokes, his wife; Benjamin H. Taylor, Jr., and Elsie J. Taylor, his wife; Charles W. Allison and Rose Maye Allison, his wife; Fred W. Caldwell and Ethel Caldwell, 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 8th day of October, 1956 for non-payment of taxes for the years 1955 and 1956, to wit:

Certificate No. A3031 - Lots 14-15-16-17-18-19, Sec. 76 and improvements, as shown on the plat of Green Haven, Third Election District and assessed to Bessie E. Watson.

Certificate No. A3247 - Lots 25-26, Block M, as shown on the plat of Marley Park Beach, Third Election District and assessed to Michael S. Shacka and wife.

Certificate No. A3246 - Lots 11-12-13-14-15-16, Sec. 111, as shown on plat of Green Haven (1953 Tax Resale), Third Election District and assessed to George C. Schmidt and wife.

Certificate No. A3049 - Lot (unumbered) in rear of lots 23-25, Terrace Road, Ridgeway Manor, as shown on the revised plat of Manor Road, Ridgeway Manor, as shown on the Plat of North Linthicum, Fifth Election District and assessed to Research Foundation, Inc.

Certificate No. A3211 - Lot 21(50 x 150) as situated on the West side of Furnace Branch Road and as shown on the Plat of Maxie A. Brooks property, Fifth Election District and assessed to Albert Stokes and Etta Stokes.

Certificate No. A3245 - Lots 15-16, Sect. E(40 x 126), as shown on the plat of Glen Burnie Heights (1953 Tax Resale) Third Election District and assessed to William and Sophia Bright. (Also known as Sophie Bright)

Certificate No. A3205 - Lot 636, (25 x 125) as shown on the plat of Patapsco Park, Fifth Election District and assessed to Robert and Mary Deal (Sanitary also)

Certificate No. A3204 - Lots 634 - 635, as shown on the Plat of Patapsco Park, Plat No. 1, (25 x 125 ea.), Fifth Election District and assessed to Robert Deal (Sanitary also).

Certificate No. A3236 - Lots 62 - 63 (25 x 130 ea.) as shown on the plat of Selassie Villa, North Shadyside, Seventh Election District, and assessed to Benjamin H. Taylor, Jr. and Elsie J. Taylor, his wife.

Certificate No. A3231 - 21.5 acres, more or less, as situated at Churchton on West side of Shadyside Road (about 1 mile northerly from Chruchton P.O.), Seventh Election District and assessed to Charles Brown.

Certificate No. A3237 - Lots Nos. 13-14-15-16, Block 31 and Lot 7, Block 38, as shown on the plat of North Beach Park, Eighth Election District, and assessed to Charles W. Allison and Rose Maye Allison, his wife.

Certificate No. A3037 - 4 acres and improvements, as situated at Browns Woods, Third Election District and assessed to Irene Johnson.

Certificate No. A3232 - Lot 50 x 300, as situated at Deal (lot fronting 50.7 feet on a creek presumed to be Parker's Island Creek) Seventh District and assessed to Fred W. Caldwell.

free and clear of all alienations and descents 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 the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further,

ORDERED that the Plaintiff pay the costs of these proceedings.

Benjamin Nicholson
JUDGE

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SOUTHERN MUNICIPAL CORPORATION, a body corporate	*	IN THE
VS.	*	CIRCUIT COURT
WORTHINGTON McCAGER MILLS JESSIE MILLS (Mother & Son) R.F.D. #2, Mitchelsville Prince Georges County, Maryland JOSEPH T. OWENS, also known as Joseph T. Ownes Address Unknown WORTHINGTON MILLS BLANCHE MILLS McCAGER MILLS Addresses Unknown 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 Second Election District of Anne Arundel County, to wit: Lots 9-10-11-12, as shown on the plat of the subdivision of Louis L. Lee, Crain Highway (Plat Book 18, folio 39)	*	FOR ANNE ARUNDEL COUNTY NO. 12869, EQUITY

* * * * *** * * * *

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendants, Worthington McCager Mills and Jessie Mills may redeem the property described in Tax Sale Certificate No. 3024 filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1955-56 taxes, interest, and cost	$30.32	
For 1957 taxes	9.21	
For 1958 taxes	8.81	
For 1959 taxes	8.42	
Interest to purchaser	4.54	$ 61.30
Clerk of Court, proportionate share costs		12.00
Proportionate share of advertising		21.35
Title examination and attorney's fee		60.00
		$154.65

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
18 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 6-5501

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1959 APR 10 PM 12:50

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney for Plaintiff

Nicholas J. Fotos
15 School Street
Annapolis, Maryland
Attorney for Defendants

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 10th day of April, 1959, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 3024 are:

To be paid to the County Treasurer of Anne Arundel County for 1955-56 taxes, interest, and cost	$30.32	
For 1957 taxes	9.21	
For 1958 taxes	8.81	
For 1959 taxes	8.42	
Interest to purchaser	4.54	$ 61.30
Clerk of Court, proportionate share costs		12.00
Proportionate share of advertising		21.35
Title examination and attorney's fee		60.00
		$154.65

Benjamin Michaelson
Judge

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-5501

FILED
1959 APR 10 PM 3:41

LIBER 119 PAGE 55

IN THE MATTER OF THE SALE	*	No. 12,872 Equity
OF THE MORTGAGED REAL ESTATE	*	In the Circuit Court
OF HENRY JOHN BORCZ AND DOROTHY	*	for
S. BORCZ, HIS WIFE	*	Anne Arundel County

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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1958 SEP 23 PM 2:56

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LIBER 119 PAGE 56

L 3395

LIBER 1102 PAGE 108

Equity No. 7872

Purchase money

This Mortgage,

made this 1st day of March in the year one thousand nine hundred and fifty-seven, between HENRY JOHN BORCZ by Dorothy S. Borcz, his Attorney in fact, pursuant to the power and authority vested in her by Power of Attorney intended to be recorded among the Land Records of Anne Arundel County prior hereto, and DOROTHY S. BORCZ, his wife, 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

EIGHTEEN THOUSAND DOLLARS ----------($18,000.00)

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

By the payment of ONE HUNDRED TWENTY NINE DOLLARS ----------($129.00) 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. 10, Block A, as shown on the plat of Arundel Plaza recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 43.

BEING the same property conveyed to the within-named Mortgagors by Leo J. Cormier and Annette R. Cormier, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County prior hereto.

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1958 SEP 23 PM 2:56

The said Mortgagor(s) agree to pay a "late charge" not to exceed four percent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Henry John Borcz (SEAL)
Henry John Borcz

by Dorothy S. Borcz (SEAL)
Dorothy S. Borcz, his Attorney in fact

Dorothy S. Borcz (SEAL)
Dorothy S. Borcz

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 1st day of March LIBER 119 PAGE 59
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 John Borcz by Dorothy S. Borcz, his Attorney in fact, and Dorothy S. Borcz, his wife, , the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman

NOTARY PUBLIC

My Commission expires 5/6/57

Rec'd for record Mar 4, 1957 at 3.37 P.M.
Mailed to Wm. W. Townshend, Jr.

25 handbills

LIBER 119 PAGE 60

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

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

OF

Equity No. 12,572

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Henry John Borcz and Dorothy S. Borcz, his wife, dated March 1, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1102, folio 108, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 21, 1958

at 1:00 o'clock P.M.

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

Known and Designated as Lot No. 10, Block A, as shown on the plat of Arundel Plaza recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 43.

BEING the same property conveyed to them by Leo J. Cormier and Annette R. Cormier, his wife, by deed dated March 1, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1102, folio 104.

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

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette Press
September 25, 1958 and
October 2, 9, 16, 1958

FILED

1958 SEP 23 PM 2:56

6

LIBER 119 PAGE 61

In the Matter of the Mortgaged * No. 12,872 Equity
Real Estate of Henry John Borcz * In the Circuit Court for
and Dorothy S. Borcz, his wife * Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

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

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

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

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

William W. Townshend, Jr.
Attorney named in Mortgage

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

Grace Senseney
Grace Senseney, Notary Public

My commission expires 5/4/59

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO.

FILED
1958 OCT 15 AM 11:56

In the Matter of the Mortgaged * No. 12,872 Equity
Real Estate of Henry J. Borcz * In the Circuit Court for
and Dorothy S. Borcz, his wife * Anne Arundel County

* * * *

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Henry J. Borcz and Dorothy S. Borcz, his wife, dated March 1, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1102, folio 108		$18,000.00
Total amount paid on principal	$380.94	
Credit Expense account	110.96	491.90
		$17,508.10
Interest 8/1/58 to 9/30/58	$176.80	
Interest 10/1/58 to 10/21/58	61.67	238.47
		$17,746.57
Late charges unpaid		37.56
Total amount of mortgage indebtedness		$17,784.13

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 October, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and he acknowledged the foregoing statement of mortgage claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Grace Senseney
Grace Senseney, Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1958 OCT 21 AM 9:31

LIBER 119 PAGE 63

No. 12,872 Equity

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

LIBER 9 PAGE 443

BOND NO. 279317

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETEEN THOUSAND AND NO/100 - ($19,000.00) - 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 15th day of October, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Henry John Borcz and Dorothy S. Borcz, his wife, to United Federal Savings and Loan Association, bearing date March 1, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1102, Folio 108, the said William W. Townshend Jr. as Attorney-in-Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said mortgage, or of the interest thereon in whole or in part.

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

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:

Grace Sweeney

William W. Townshend

Witness as to Surety:

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols

R. H. Nichols, Attorney-in-fact

Bond approved this 21st day of October 1958.
George T. Cromwell, Clerk

FILED

1958 OCT 21 AM 9:31

Robert H. Campbell - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

UNDER and by virtue of a power of sale contained in a mortgage from Henry John Borcz and Dorothy S. Borcz, his wife, dated March 1, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No.1102, folio 108, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Oct. 21, 1958

at 1:00 o'clock P.M.

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

Known and designated as Lot No. 10, Block A, as shown on the plat of Arundel Plaza, recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 43.

BEING the same property conveyed to them by Leo J. Cormier and Annette R. Cormier, his wife, by deed dated March 1, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1102, folio 104.

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

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

For further particulars, apply to:

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

FILED
1958 OCT 22 AM 11:40

Annapolis, Maryland
October 21, 1958

I hereby certify that I have this 21st day of October, 1958, sold the property of William W. Townshend, Jr., known as Lot No. 10, Block A, Arundel Plaza, Third Election District, Anne Arundel County, Maryland, unto Leo J. Cormier and Annette R. Cormier, his wife

at and for the sum of $18,700.00,

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

Robert H. Campbell

Annapolis, Maryland
October 21, 1958

I/We hereby certify that I/we have this 21st day of October, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 10, Block A, Arundel Plaza, Third Election District, Anne Arundel County, Maryland, at and for the sum of $18,700.00

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

Leo J. Cormier Purchaser

Annette R. Cormier Purchaser

FILED

1958 OCT 22 AM 11:40

In the Matter of the Mortgaged Real * No. 12,872 Equity
Estate of Henry John Borcz and Dorothy * In the Circuit Court for
S. Borcz, 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 Henry John Borcz and Dorothy S. Borcz, his wife, dated March 1, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1102, folio 108, 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 haveing occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, October 21, 1958, at 1:00 o'clock P.M., and then and there sold the said property to Leo J. Cormier and Annette R. Cormier, his wife, at and for the sum of Eighteen Thousand, Seven Hundred Dollars ($18,700.00), being at that figure the highest bidder therefor, said property described as follows:

ALL that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 10, Block A, as shown on the plat of Arundel Plaza, recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 43.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchasers at the

FILED
1958 OCT 22 AM 11:40

12

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 22nd day of October, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Grace Senseney

Grace Senseney, Notary Public

LIBER 119 PAGE 68

ORDER NISI

In the Matter of the Mortgaged Real Estate of Henry John Borcz and Dorothy S. Borcz, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,872 Equity

Ordered, this 22nd day of October, 19 58, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of December next.

The report states that the amount of sales was $ 18,700.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 OCT 22 AM 11:40

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of Henry John Borcz and Dorothy S. Borcz, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3d day of December, 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 DEC -4 PM 2:36

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

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Henry John Borcz and Dorothy S. Borcz, his wife, dated March 1, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1102, folio 108, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., Oct. 21, 1958
at 1:00 o'clock P.M.

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

Known and designated as Lot No. 10, Block A, as shown on the plat of Arundel Plaza recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 43.

BEING the same property conveyed to them by Leo J. Cormier and Annette R. Cormier, his wife, by deed dated March 1, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1102, folio 104.

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

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Building,
South Street,
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer. O-16

LIBER 119 PAGE 69 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 17, 1958

We hereby certify, that the annexed

Attorney's Sale

12,872

Henry John Borcz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV 18 AM 10:18 By H. Tilghman

LIBER 119 PAGE 70 OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,872 Equity

In the Matter of the Mortgaged Real Estate of
HENRY JOHN BORCZ and DOROTHY S. BORCZ, his wife

Ordered, this 22nd day of October, 1958, That the Sale of the property in these proceedings, mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of December next.

The report states that the amount of sale was $18,700.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12872

Henry John Borcz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of December, 1958. The first insertion being made the 30th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2284 1958 DEC -3 AM 11:58 Marie Tate

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xxx~~
Henry John Brocz
and
Dorothy S. Borcz, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,872 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. Dahlman
Auditor.

December 12, 1958

FILED

1958 DEC 15 PM 12:32

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Henry John Borcz and Dorothy S. Borcz, his wife

To Attorney for Commissions, viz:	594	89		
To Attorney for Fee, viz:	100	00	694	89
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	41	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	86		
New Amsterdam Casualty Co. -bond premium	76	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	10	45		
One-half State documentary stamps	10	45		
Grace Senseney - notary fees	1	50	210	50
To United Federal Savings & Loan Ass'n of Glen Burnie, Md. - in full for mortgage claim filed	17,784	13	17,784	13
To Steve Foundas, judgment creditor - this balance on account claim filed	126	13	126	13
			18,868	90
Amount of Judgment Claim: Debt	276	72		
Interest from 9/18/58 to 10/21/58 - 33 days	1	52		
Court costs	20	55		
	298	79		
Cr. Amount allowed above	126	13		
Balance due	172	66		

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

1958							
Oct.	21	Proceeds of Sale		18,700	00		
		Interest on deferred payment of $17,700.00 to 12/2/58		129	80	18,829	80
		Refund 1958 State and County taxes ($201.00) - 2 months 10 days		39	10	39	10
						18,868	90

ORDER NISI LIBER 119 PAGE 74

In the Matter of the Sale of

the Mortgaged Real Estate

of ~~VERSUS~~

Henry John Borcz

and

Dorothy S. Borcz, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,872 Equity.

ORDERED, This 15th day of December 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

1958 DEC 15 PM 12:32 FILED

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

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of January, 19 59, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Middleton

Judge

LIBER 119 PAGE 75 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. 12,872 Equity

In the Matter of the Sale of the Mortgaged Real Estate of HENRY JOHN BORCZ and DOROTHY S. BORCZ, his wife

Ordered, this 15th day of December, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 19th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-30.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq 12872

Henry John Borcz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of January, 1959. The first insertion being made the 18th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. N32 1959 FILED JAN -7 PM 9:49

In the matter of the mortgaged	: No. 13.650	Equity
real estate of Noah L. Ressler	: In the Circuit Court for	
and Margaret J. Ressler, his wife	: 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 -6 AM 11:45

2819

Equity No. 12,650

LIBER 119 PAGE 77

-No Hyp.

LIBER 950 PAGE 179

This Mortgage,

made this 27th day of July

in the year one thousand nine hundred and fifty five, between

NOAH L. RESSLER and MARGARET J. RESSLER, 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

SIX THOUSAND EIGHT HUNDRED= -

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 EIGHT- 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 First Election District of Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 986, 987, 988, 989 and 990, as shown on plat of Woodland Beach, together with the improvements thereon, as shown on said plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 8, formerly recorded in Plat Cabinet 1, Rod Y, Plat 6.

BEING the same property conveyed to the within-named Mortgagors by Adam P. Walter and wife by Deed dated July 21, 1955 and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

FILED

1957 AUG 27 PM 3.20

FILED

1958 MAY -6 AM 11:45

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 Morrgagee, 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

Noah L. Ressler (SEAL)
Noah L. Ressler

Margaret J. Ressler (SEAL)
Margaret J. Ressler

(SEAL)

LIBER 119 PAGE 79

LIBER 119 PAGE 80

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 27TH day of July, in the year one thousand, nine hundred and fifty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Noah L. Ressler and Margaret J. Ressler, 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. Wieneke
NOTARY PUBLIC

My Commission expires 5/6/57

NORWOOD A. WIENEKE

Recorded: July 28, 1955 at 1.05 P.M.

L-2493

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

MORTGAGE

FROM

NOAH L. RESSLER AND

MARGARET J. RESSLER, WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 28 July 19 55 at 1.05 o'clock P. M.
Same day recorded in Liber G.T.C. No. 950 folio 179 &c. one of the Land Records of Anne Arundel County and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record $

Equity No. 12,650

LIBER 119 PAGE 81

WM. W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Maryland

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

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Noah L. Ressler and Margaret J. Ressler, his wife, dated July 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 950, Folio 179, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JUNE 3, 1958

at 11:30 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 986, 987, 988, 989, and 990, as shown on plat of Woodland Beach, together with the improvements thereon, as shown on said plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 8.

Being the same property conveyed unto Noah L. Ressler and Margaret J. Ressler, his wife, by Adam P. Walter and wife by deed dated July 21, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. 950, Folio 177.

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
May 8, 15, 22 and 29

FILED

1958 MAY -6 AM 11:45

6

In the matter of the mortgaged : No. 12,650 Equity
real estate of Noah L. Ressler : In the Circuit Court for
and Margaret J. Ressler, his : Anne Arundel County
wife :

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 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.

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

Subscribed and sworn to before me,
this 3rd day of June, 1958.

Mary Lee Albright
Mary Lee Albright, Notary Public

My commission expires 5/4/59.

MARY LEE ALBRIGHT NOTARY PUBLIC

FILED
1958 JUN -3 AM 10:18

7

In the matter of the mortgaged : No. 12,650 Equity
real estate of Noah L. Ressler : In the Circuit Court for
and Margaret J. Ressler, his : Anne Arundel County
wife :

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Noah L. Ressler and Margaret J. Ressler, his wife, dated July 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 950, Folio 179----------		$6,800.00
Total amount paid on principal		724.23
		$6,075.77
Interest 1/1/58 to 5/31/58	$151.90	
" 6/3/58	3.04	154.94
Total amount of mortgage indebtedness		$6,230.71

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of June, 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.

Mary Lee Albright
Mary Lee Albright, Notary Public

FILED
1958 JUN -3 AM 10:18

8

Attorney's Bond. LIBER 119 PAGE 84 I-369

263279

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

LIBER 9 PAGE 323

60 JOHN STREET
NEW YORK, N.Y.

No. 12,650
Surety

Know All Men by These Presents:

That we William W. Townshend Jr.
of Towns-Worth Building, Annapolis, Maryland as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of
SIXTY-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 2nd - - - - - - - - - - - - - - - -
day of June - - - - - - - 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 Noah L. Ressler and Margaret J. Ressler, his wife, to the United Federal Savings & Loan Association
bearing date the 27th day of July nineteen hundred and fifty-five
and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.
No. 950, Folio 179, and

Lots 986, 987, 989 and 990 Woodland Beach A. A. 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
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

Marylee Albright
Witness as to Surety:

M.S. Kraus

Bond approved 3 June 1958
George T. Cromwell
Clerk

William W. Townshend Jr. (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech - Attorney-in-Fact

FILED
1958 JUN -3 AM 10:20

ROBERT H. CAMPBELL - Auctioneer

WM. W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Noah L. Ressler and Margaret J. Ressler, his wife, dated July 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 950, Folio 179, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, June 3, 1958

at 11:30 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 986, 987, 988, 989, and 990, as shown on plat of Woodland Beach, together with the improvements thereon as shown on said plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 8.

Being the same property conveyed unto Noah L. Ressler and Margaret J. Ressler, his wife, by Adam P. Walter and wife by deed dated July 21, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. 950, Folio 177.

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 JUN -6 AM 10:30

16

#12,650

LIBER 119 PAGE 86

Annapolis, Maryland

June 3, 1958

I hereby certify that I have this 3rd day of June, 1958, sold the property of William W. Townshend, Jr., Attorney named in Mortgage, known as Lots Nos. 986, 987, 988, 989, and 990 as shown on a plat of Woodland Beach, filed in Plat Book 8 Folio 8, First Election District, Anne Arundel County, Maryland, unto **United Federal Savings and Loan Association of Glen Burnie, Maryland, a body corporate**

at and for the sum of $6,750.00

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

Robert H. Campbell

Annapolis, Maryland

June 3, 1958

I/We hereby certify that I/we have this 3rd day of June, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lots Nos. 986, 987, 988, 989, and 990 as shown on a plat of Woodland Beach, First Election District, Anne Arundel County, Maryland, at and for the sum of $6,750.00

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

United Federal

By Wilmer M. Johnson Pres

Wilmer M. Johnson, Pres. Purchaser
United Federal Savings and Loan Assn. of Glen Burnie, Md., a body corporate

Purchaser

FILED

1958 JUN -6 AM 10:30

In the matter of the mortgaged real estate of Noah L. Ressler and Margaret J. Ressler, his wife	: No. 12,650 Equity : In the Circuit Court for : Anne Arundel County	

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Noah L. Ressler and Margaret J. Ressler, his wife, dated July 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 950, Folio 179, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, June 3, 1958 at 11:30 o'clock A.M., and then and there sold the said property to United Federal Savings and Loan Association of Glen Burnie, at and for the sum of Six Thousand Seven Hundred Fifty Dollars ($6,750.00), 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 First Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 986, 987, 988, 989 and 990, as shown on plat of Woodland Beach, together with the improvements thereon as shown on said plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 8.

FILED

1958 JUN -6 AM 10:30

12

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,

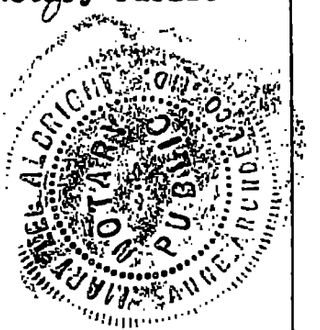
William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of 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



LIBER 119 PAGE 89

ORDER NISI

In the matter of the mortgaged real estate of Noah L. Ressler and Margaret J. Ressler, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,650 Equity

Ordered, this 6 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

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

The report states that the amount of sale was $ 6,750.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

FILED 1958 JUN 6 AM 10:30

(Final Order)

In the matter of the mortgaged real estate of Noah L. Ressler and Margaret J. Ressler, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of July, 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.

Benjamin Michaelson Judge.

FILED

1958 JUL 10 PM 3:51

14

WM. W. TOWNSHEND, JR.
Towns-Worth Bldg., South Street
Annapolis, Maryland

Attorney's Sale

Of Valuable Improved REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Noah L. Ressler and Margaret J. Ressler, his wife, dated July 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 950, Folio 179, default having occcurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, June 3, 1958 at 11:30 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 986, 987, 988, 989, and 990, as shown on plat of Woodland Beach, together with the improvements thereon, as shown on said plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 8.

Being the same property conveyed unto Noah L. Ressler and Margaret J. Ressler, his wife, by Adam P. Walter and wife by deed dated July 21, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. 950, Folio 177.

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. M-29

No

15

LIBER 119 PAGE 90 OFFICE F

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

12.60

Noah L Ressler

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 June, 1958. The first insertion being made the 8th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By H. Tilghman

1958 JUN 12 PM 1:47

LIBER 119 PAGE 91 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. 12,650 Equity

In the matter of the Mortgaged Real Estate of Noah L. Ressler and Margaret J. Ressler, his wife.

Ordered, this 6th 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 14th 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 14th day of July next.

The report states that the amount of sale was $6,750.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,650

Noah L. Ressler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of July, 1958. The first insertion being made the 12th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED
JUL -9 PM 3:23

No. M. G. 3184--1958

16

In the Case of

In the Matter of the
Mortgaged Real Estate
of
Noah L. Ressler
and
Margaret J. Ressler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,650 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 19, 1958

All of which is respectfully submitted.

Laura R. Jaklevic
Auditor.

FILED
1958 JUL 21 PM 1:54

17

Dr.

In the Matter of the Mortgaged Real Estate of Noah L. Ressler and Margaret J.mRessler, his wife

in ac.

To Attorney for Commissions, viz:	232	50		
To Attorney for Fee, viz:	100	00	332	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	38	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	14	53		
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		
Mary Lee Albright - notary fees	1	50	148	69
To Attorney for Taxes, viz: 1958 State and County taxes ($82.25) - 5 months 3 days	34	34	34	34
To United Federal Savings and Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	6,182	97	6,182	97
			6,750	00
Amount of mortgage claim filed	6,230	71		
Cr. Amount allowed above	6,182	97		
Balance subject to decree in personam	47	74		

with

Cr.

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

1958				
June	3	Proceeds of Sale	6,750 00	6,750 00
				6,750 00

LIBER 119 PAGE 95

ORDER NISI

In the Matter of the Mortgaged Real Estate of VERSUS: Noah L. Ressler and Margaret J. Ressler, his wife

FILED 1958 JUL 21 PM 1:54

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,650 Equity.

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

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of August, 19 58, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED 1958 AUG 26 PM 2:36

Matthew S. Cramer
Judge

20

LIBER 119 PAGE 96 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. 12,650 Equity

In the Matter of the Mortgaged Real Estate of NOAH L. RESSLER and MARGARET J. RESSLER, his wife

Ordered, this 21st day of July, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq 12650

Noah L. Ressler

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 Marie Tate

FILED

No. M. G. 3614 1958 AUG 12 PM 1:10

21

LIBER 119 PAGE 97

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ARTHUR L. SCHWALLENBERG and EVELYN M. SCHWALLENBERG, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12753 EQUITY

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

Mr. Clerk:

Please docket this case and file the original Mortgage, Statement of Mortgage debt and Military Affidavit.

Samuel M. Ivrey, assignee

Samuel M. Ivrey, (Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1958 JUL -8 AM 11:39

LIBER 119 PAGE 98.

No. 12,753
Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 24 day of February ,

in the year one thousand nine hundred and forty-seven , between

Arthur L. Schwallenberg and Evelyn M. Schwallenberg, 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.

1049

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife,

the sum of FIVE THOUSAND ($5000.00) 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 4.....% per annum, in the manner following:

By the payment of Thirty-one ($31.00)

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, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot , piece , or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

1958 JUL -8 PM 2:23

LOTS Numbered 1731, 1732, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781 and 1782, as designated and delineated on the Plat entitled "Map of Woodland Beach, Sheet No. 2", which said Plat is filed among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3, folio 21 (Cabinet No. 1, Rod Y, Plat 7).

BEING the same property which was conveyed to the said Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, by Thomas Lee Dove and Audrey Dove, his wife, by deed of even date herewith, and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed

2

3

to Thomas Lee Dove and wife by two deeds (1) From Charles Palmer Pritchard and wife, dated June 24, 1944, and recorded among the aforesaid Land Records in Liber J.H.H. No. 308, folio 343 and (2) from T. Carroll Worthington, et al., dated March 21, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 353, folio 329.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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

And the said mortgagor(s) Arthur L. Schwallenberg and Evelyn M. Schwallenberg, 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 ....4.....% 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 Benjamin Michaelson, 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:

Katharine H. McCutchan
Katharine H. McCutchan

Arthur L. Schwallenberg (SEAL)
Arthur L. Schwallenberg

Evelyn M. Schwallenberg (SEAL)
Evelyn M. Schwallenberg

..... (SEAL)

..... (SEAL)

5

State of Maryland, Anne Arundel County, to wit: LIBER 119 PAGE 101

I HEREBY CERTIFY, that on this 11th day of February, in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Arthur L. Schwallenberg and Evelyn M. Schwallenberg, 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.

Katharine H. McCutchan
Katharine H. McCutchan Notary Public.

My commission expires on

May 5, 1947.

FILE IN EQUITY 12,753

PURCHASE MONEY

Mortgage

FROM

Arthur L. Schwallenberg and

Evelyn M. Schwallenberg, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record 13 February 1947 at 10:30 o'clock A.M.

Same day recorded in Liber

No. 397 folio 309 &c. one of the Land Records of Anne Arundel County

and examined per Clerk.

(Cost of Record $

BENJAMIN MICHAELSON
ATTORNEY AT LAW
15 SCHOOL ST.
ANNAPOLIS, MD.

Property:

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1958 JUL -8 AM 11:37

& RECORDED IN LIBER GTC NO. 397 FOLIO 312

GEO. T. CROMWELL, CLERK

Description approved

Execution approved

FOR VALUE RECEIVED, the Annapolis Federal Savings and Loan Association, (formerly the Enterprise Federal Savings and Loan Association of Annapolis, Maryland), a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Assignee, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 14th day of May, 1958.

ATTEST: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY R. Gardiner Chaney
R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

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

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ARTHUR L. SCHWALLENBERG and EVELYN M. SCHWALLENBERG, his wife	*	No. 12753 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 Brendan O'Dwyer and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Brendan O'Dwyer
Affiant

Subscribed and sworn to before me this 7th day of July, 1958.

Samuel M. Ivey

NOTARY PUBLIC
LAW BUILDING
SAMUEL M. IVEY
ANNAPOLIS, MD.

FILED
1958 JUL -8 AM 11:40

6

LIBER 119 PAGE 103

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ARTHUR L. SCHWALLENBERG and EVELYN M. SCHWALLENBERG, his wife	*	No. 12753 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association) of Annapolis, Maryland, under a Mortgage to the said Association from Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, dated the 11th day of February, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 397, folio 309; said Mortgage being in default.

Balance due on principal thru July 31, 1958 $2,633.53

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of Annapolis Federal Savings and Loan Association (formerly 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 claims described herein, and that it has not received any security of any satisfaction therefore other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey - Notary Public

My Commission Expires: May 4, 1959.

SAMUEL M. IVREY NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1958 JUL -8 AM 11:40

7

LIBER 119 PAGE 104

LIBER 9 PAGE 374

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 12,753 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey **as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of** Three Thousand ($3,000.00) - - - **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** 31st **day of** July , 1958 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Annapolis Federal Savings & Loan Association **to** Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife , **bearing date on or about the** 11th **day of** February 1947 , **the said** Samuel M. Ivrey **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** Samuel M. Ivrey **as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.**

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

Samuel M. Ivrey (SEAL)

Samuel M. Ivrey, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

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

SURETY

Approved this 31 July, 1958.

George T. Cromwell, Clerk

FILED

1958 JUL 31 AM 10:56

8

LIBER 119 PAGE 105

GEORGE W. SCIBLE - Auctioneer

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

WOODLAND BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, (now Annapolis Federal Savings and Loan Association) dated February 11th, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 397, folio 309, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Thursday, July 31, 1958

at 11 o'clock A.M.

ALL THOSE LOTS, PIECES, OR PARCELS OF GROUND situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows: Lots Numbered 1731, 1732, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777 1778, 1779, 1780, 1781 and 1782, as designated and delineated on the Plat entitled "Map of Woodland Beach, Sheet No. 2," which said Plat is filed among the Plat Records of Anne Arundel County in Liber FSR No. 3, folio 21, (Cabinet No. 1, Rod Y, Plat 7).

BEING THE SAME property which was conveyed to the said Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife by Thomas Lee Dove and Audrey Dove, his wife, by deed dated February 11, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 397, folio 308.

The said property consisting of twenty-four lots and improved by a frame dwelling containing four rooms and bath.

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, Assignee
144 Duke of Gloucester Street,
Annapolis, Maryland

FILED
1958 AUG -2 AM 11:06

6

LIBER 119 PAGE 106

No. 12,753 Equity

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 2,400.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 31st day of July, 1958.

WITNESS:

Samuel W. Owen.

S. Michaelis (SEAL)

Aldona Z. Michaelis (SEAL)
by S.M.

I hereby certify that I sold property described on the reverse side of this Handbill to S. MICHAELIS, RT. 3 - Box 218 - EDGEWATER. ALOONA Z. MICHAELIS, wife -
at and for the price of $ 2,400.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 31 day of July, 1958.

WITNESS:

Samuel W. Owen.

[signature] (SEAL)
Auctioneer

FILED

1958 AUG -2 AM 11:06

10

LIBER 119 PAGE 107

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ARTHUR L. SCHWALLENBERG and EVELYN M. SCHWALLENBERG, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,753 EQUITY

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

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Assignee, 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 and manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Thursday, July 31st, 1958, at 11 o'clock A. M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THOSE LOTS, PIECES, OR PARCELS OF GROUND situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows: Lots Numbered 1731, 1732, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781 and 1782, as designated and delineated on the Plat entitled "Map of Woodland Beach, Sheet No. 2," which said Plat is filed among the Plat Redords of Anne Arundel County in Liber FSR No. 3, folio 21, (Cabinet No. 1, Rod Y, Plat 7).

BEING the same property which was conveyed to the said Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, by Thomas Lee Dove and

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1958 AUG -2 AM 11:06

Audrey Dove, his wife, by deed dated February 11, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 397, folio 308.

SAID property being sold to S. MICHAELIS and ALDONA Z. MICHAELIS, his wife, of Anne Arundel County, State of Maryland, at and for the sum of Two Thousand Four Hundred and 00/100 ($2,400.00) Dollars, they being at that price then and there the highest bidders therefore.

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 - Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2 day of August, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, ASSIGNEE, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the same was fairly made.

AS WITNESS my hand and Notarial Seal.

Etta L. Basil

Notary Public

My Commission Expires: May 4, 1959

ETTA L. BASIL NOTARY PUBLIC ANNE ARUNDEL COUNTY MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

ORDER NISI

LIBER 119 PAGE 109

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

ARTHUR L. SCHWALLENBERG and EVELYN M. SCHWALLENBERG, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,753 Equity

Ordered, this 2nd day of August, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of September next.

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

FILED 1958 AUG 2 AM 11:06

George T. Cromwell, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

ARTHUR L. SCHWALLENBERG and EVELYN M. SCHWALLENBERG, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 9th day of September, 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 Michaelsen

Judge

FILED

1958 SEP -9 PM 3:29

13

Legal Notice

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

WOODLAND BEACH
FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY
MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, (now Annapolis Federal Savings and Loan Association) dated February 11th, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 397, folio 309, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Thurs., July 31st, 1958, at 11 o'clock A.M.

ALL THOSE LOTS, PIECES, OR PARCELS OF GROUND situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows: Lots Numbered 1731, 1732, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781 and 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781 and 1782, as designated and delineated on the Plat entitled "Map of Woodland Beach, Sheet No. 2", which said Plat is filed among the Plat Records of Anne Arundel County in Liber FSR No. 3, folio 21, (Cabinet No. 1, Rod Y, Plat 7.)

BEING the same property which was conveyed to the said Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, by Thomas Lee Dove and Audrey Dove, his wife, by deed dated February 11, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 397, folio 308.

The said property consisting of twenty-four lots and improved by a frame dwelling containing four rooms and bath.

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, Assignee
144 Duke of Gloucester Street
Annapolis, Maryland

GEORGE W. SCIBLE, Auctioneer
Jy-30

LIBER 119 PAGE 110

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 11, 1958

We hereby certify, that the annexed

Assignee's Sale

Arthur L. Schwallenberg

No. 12,753 Equity

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 31st day of July, 1958. The first insertion being made the 9th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 12 PM By Marie Tate

LIBER 119 PAGE 111 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. 12,753 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ARTHUR L. SCHWALLENBERG and EVELYN M. SCHWALLENBERG, his wife

Ordered, this 2nd day of August, 1958, that the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of September next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of September next.

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

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

A-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,753

Arthur L. Schwallenberg

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of September, 1958. The first insertion being made the 7th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 3671 1958 SEP -3 PM 3:53 By H. O'Tilghman

15

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ARTHUR L. SCHWALLENBERG and EVELYN M. SCHWALLENBERG, his wife	*	NO. 12,753 EQUITY

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

AMENDED
STATEMENT OF MORTGAGE DEBT

Amended statement of the Mortgage claim of Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association) of Annapolis, Maryland, under a Mortgage to the said Association from Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, dated the 11th day of February, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 397, folio 309; said Mortgage being in default

Balance due on principal to November 30, 1957	$2,475.56
Interest - 12/1/57 - 4/30/58	41.51
Balance to April 30, 1958	$2,517.07
1958 State & County Taxes - Paid by Annapolis Federal Savings & Loan Assn.	86.02
	2,603.09
Interest - 5/1/58 - 7/31/58	25.74
	2,628.83
1958 State & County Taxes - Paid by Annapolis Federal Savings & Loan Assn. on property excluded from mortgage	4.70
BALANCE DUE THRU July 31, 1958	$2,633.53

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 25th day of September, 1958, 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 Annapolis Federal Savings and Loan Association (formerly 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 claims described herein, and that it has not received any security of any satisfaction therefore other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey - Notary Public

My Commission Expires: May 4, 1959.

FILED
1958 SEP 26 AM 10:25

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

16

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~XXX~~
Arthur L. Schwallenberg
and
Evelyn M. Schwallenberg, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,753 Equity

To the Honorable, the Judges of said Court:

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

September 27, 1958

All of which is respectfully submitted.

Auditor.

FILED

1958 SEP 30 AM 9:04

LIBER 119 PAGE 114

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife

To Assignee for Commissions, viz:	105	38		
To Assignee for Fee, viz:	35	00	140	38
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	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	14	19		
Globe Indemnity Co. - bond premium	12	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	1	37		
Etta L. Basil - notary fee		50	120	96
To Annapolis Federal Savings and Loan Ass'n (formerly Enterprise Savings & Loan Ass'n of Annapolis, Md.), mortgagee- this balance on account mortgage claim	2,137	75	2,137	75
			2,450	59
Amount of Amended Mortgage Claim Filed	2,633	53		
Cr. Amount allowed above	2,137	75		
Balance subject to decree in personam	495	78		

18

with

Samuel M. Ivrey, Assignee

Cr.

1958				
July	31	Proceeds of Sale	2,400 00	
		Interest on deferred payment of $1,900.00 to 9/18/58	15 26	2,415 26
		Refund 1958 State and County taxes ($84.79) - 5 months	35 33	35 33
				2,450 59

ORDER NISI

LIBER 119 PAGE 116

In the Matter of the Mortgaged Real Estate of ~~XXXXXX~~ Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,753 Equity.

1958 SEP 30 AM 9:04 FILED

ORDERED, This 30th 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 3rd day of ~~October~~ November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of ~~October~~ November next.

Thomas L. Clemmitt

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of November, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 NOV -5 PM 3:46

Benjamin Michaelson

Judge

LIBER 119 PAGE 117 OFFI 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. 12,753 Equity

In the Matter of the Mortgaged Real Estate of
ARTHUR L. SCHWALLENBERG and
EVELYN M. SCHWALLENBERG, his wife

Ordered, this 30th day of September, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of November next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
O-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 22, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,753
Auditor account

Arthur L. Schwallenberg

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 November, 1958. The first insertion being made the 1st day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
OCT 22 PM 1:30

No. M. G. 54 1958

21

LIBER 119 PAGE 118

IN THE MATTER OF THE SALE OF THE	*	No. 12,880 Equity
MORTGAGED REAL ESTATE OF GEORGE E.	*	In the Circuit Court
LIVINGSTON, JR., AND BETTY K.	*	for
LIVINGSTON, HIS WIFE	*	Anne Arundel County

17-948

Mr. Clerk:

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

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

FILED

1958 SEP 29 PM 1:58

3335

L 31)

LIBER 119 PAGE 119

LIBER 1046 PAGE 336

No. 12,880 County

This Mortgage,

made this 18th day of July in the year one thousand nine hundred and fifty six, between GEORGE E. LIVINGSTON, JR., and BETTY K. LIVINGSTON, 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

SIX THOUSAND SEVEN HUNDRED AND FIFTY ($6,750.00)

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

By the payment of FORTY NINE ($49.00) 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 day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lot No. 8, Block E, as shown on Plat 2 and Plat 1 Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Cabinet 4, Rod G-8, Folio 14, now known as Plat Book 24, Page 50.

BEING the same property which was conveyed unto the within named Mortgagors by Deed from Floyd A. Crumpton and wife of even date herewith and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County.

7/18/56 - M.T.C. 1046/334

FILED

1958 SEP 29 PM 1:58

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

LIBER 119 PAGE 121

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman
~~Norwood A. Wieneke~~
Pauline M. Bozman

George E. Livingston Jr. (SEAL)
George E. Livingston, Jr.

Betty K. Livingston (SEAL)
Betty K. Livingston

..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 18th day of July LIBER 119 PAGE 122.

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 George E. Livingston, Jr., and Betty K. Livingston, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
~~Norwood A. Wieneke~~ NOTARY PUBLIC

Pauline M. Bozman

My Commission expires 5/6/57

Rec'd for record July 19, 1956 at 12:54 P.M.
Mailed to Wm. W. Townshend Jr.

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

MORTGAGE

FROM

George E. Livingston and
Betty K. Livingston, wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ ..... & RECORDED IN LIBER GTC NO. 1046 FOLIO 336
1956 JUL 19 PM 12 54
GEO. T. CROMWELL, CLERK

7570

LIBER 119 PAGE 123

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

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

OF

No. 12,550 Eq.

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from George E. Livingston, Jr., and Betty K. Livingston, his wife, dated July 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1046, folio 336, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 28, 1958

at 11:00 o'clock A.M.

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

KNOWN AND DESIGNATED as Lot No. 8, Block E, as shown on Plat 2 and Plat 1 Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Cabinet 4, Rod G-8, Folio 14, now known as Plat Book 24, Page 50.

BEING the same property conveyed to them by Floyd A. Crumpton and Daisy Crumpton, his wife, by deed dated July 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1046, folio 334.

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

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette Press

October 2, 9, 16, and 23, 1958

FILED

1958 SEP 29 PM 1:58

6

In the Matter of the Mortgaged	*	No. 12,880 Equity
Real Estate of George E. Livingston, Jr.,	*	In the Circuit Court
and Betty K. Livingston, his wife	*	for
	*	Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

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

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

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

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

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

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

Grace Senseney
Grace Senseney, Notary Public

My commission expires 5/4/59

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1958 OCT 22 AM 11:40

7

LIBER 119 PAGE 125

New Amsterdam Casualty Company

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

LIBER 9 PAGE 446

12.880 Equity

BOND NO. 279316

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND TWO HUNDRED AND NO/100 - ($7,200.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors, and administrators jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of October, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from George E. Livingston, Jr., and Betty K. Livingston, his wife, to United Federal Savings and Loan Association, bearing date July 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1046, Folio 336, the said William W. Townshend Jr. as Attorney-in-Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said mortgage, or of the interest thereon in whole or in part.

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

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:

Grace Sweeney

William W. Townshend

Witness as to Surety:

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols

R. H. Nichols, Attorney-in-fact

Bond filed and approved
this 22nd day of October,
1958

George T. Cromwell, clerk.

FILED

1958 OCT 22 AM 11:41

In the Matter of the Mortgaged * No. 12,880 Equity

Real Estate of George E. Livingston, Jr., * In the Circuit Court

and Betty K. Livingston, his wife * For Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from George E. Livingston, Jr., and Betty K. Livingston, his wife, dated July 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1046, folio 336		$6750.00
Total amount paid on principal	$388.62	
Credit expense account	17.18	405.80
		$6344.20
Interest 8/1/58 to 9/30/58	$ 63.62	
Interest 10/1/58 to 10/28/58	29.68	93.30
Total amount of mortgage indebtedness		$6437.50

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of October, 1958, before the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and he acknowledged the aforegoing statement of mortgage claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Grace Senseney
Grace Senseney, Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1958 OCT 24 PM 1:41

Robert H. Campbell LIBER 119 PAGE 127 **- Auctioneer**

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from George E. Livingston, Jr., and Betty K. Livingston, his wife, dated July 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1046, folio 336, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Oct. 28, 1958

at 11:00 o'clock A.M.

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

KNOWN AND DESIGNATED as Lot No. 8, Block E, as shown on Plat 2 and Plat 1 Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Cabinet 4, Rod G-8, Folio 14, now known as Plat Book 24, Page 50.

BEING the same property conveyed to them by Floyd A. Crumpton and Daisy Crumpton, his wife, by deed dated July 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1046, folio 334.

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

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

For further particulars, apply to;

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South Street
Annapolis, Marylnd

FILED
1958 OCT 31 PM 3:11

LIBER 119 PAGE 128

Annapolis, Maryland
October 28, 1958

I hereby certify that I have this 28th day of October, 1958, sold the property of William W. Townshend, Jr., known as Lot No. 8, Block E, North Deale, Seventh Election District of Anne Arundel County, Maryland, unto Floyd A. Crumpton and Daisy B. Crumpton, his wife

at and for the sum of $6975.00

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

Robert H. Campbell, Auctioneer

Annapolis, Maryland
October 28, 1958

I/We hereby certify that I/we have this 28th day of October, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 8, Block E, North Deale, Seventh Election District of Anne Arundel County, Maryland, at and for the sum of

$6975.00

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

Floyd A. Crumpton Purchaser

Daisy B. Crumpton Purchaser

FILED

1958 OCT 31 PM 3:11

In the Matter of the Mortgaged * No. 12,580 Equity
Real Estate of George E. Livingston, Jr., * In the Circuit Court
and Betty K. Livingston, his wife *For Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from George E. Livingston, Jr., and Betty K. Livingston, his wife, dated July 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1046, folio 336, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, October 28, 1958, at 11:00 o'clock A. M., and then and there sold the said property to Floyd A. Crumpton and Daisy B. Crumpton, his wife, at and for the sum of Six Thousand, Nine Hundred Seventy-five Dollars ($6975.00), 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 Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows: known and designated as Lot No. 8, Block E, as shown on Plat 2 and Plat 1 Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Cabinet 4, Rog G-8, folio 14, now known as Plat Book 24, page 50.

FILED

1958 OCT 31 PM 3:11

12

And the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the 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,

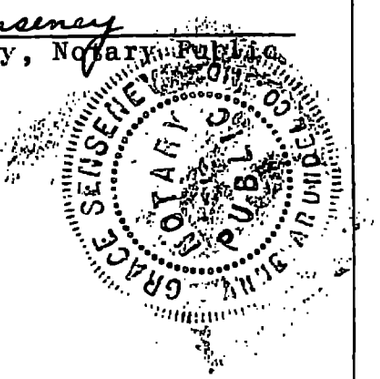
William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of October, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Grace Senseney
Grace Senseney, Notary Public



ORDER NISI

LIBER 119 PAGE 131

In the Matter of the Mortgaged Real Estate of George E. Livingston Jr., and Betty K. Livingston, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,880 Equity

Ordered, this 31st day of October, 1958, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

The report states that the amount of sales ~~to~~ was $ 6975.00

George T. Cromwell Clerk.

True Copy.

FILED 1958 OCT 31 PM 3:11

TEST: Clerk.

(Final Order)

In the Matter of the Mortgage Real Estate of George E. Livingston, Jr., and Betty K. Livingston, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of December, 1958 that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

Judge

FILED

1958 DEC -9 PM 3:19

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

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from George E. Livingston, Jr., and Betty K. Livingston, his wife, dated July 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1046, folio 336, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., Oct. 28, 1958
at 11 o'clock A.M.

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

KNOWN AND DESIGNATED as Lot. No. 8, Block E, as shown on Plat 2 and Plat 1 Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Cabinet 4, Rod G-8, Folio 14, now known as Plat Book 24, Page 50.

BEING the same property conveyed to them by Floyd A. Crumpton and Daisy Crumpton, his wife, by deed dated July 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1046, folio 334.

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

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

For further particulars, apply to WILLIAM W. TOWNSHEND, JR., Attorney, Towns-Worth Building, South Street, Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

O-23

OFFICE

LIBER 119 PAGE 132

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1958

We hereby certify, that the annexed

Attorney's Sale

12,880

George E. Livingston, Jr.

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

58 NOV -5 AM 11:18

By H. Tilghman

LIBER 119 PAGE 133 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. 12,880 Equity

In the Matter of the Mortgaged Real Estate of
GEORGE E. LIVINGSTON JR., and
BETTY K. LIVINGSTON, his wife

Ordered, this 31st day of October, 1958, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

The report states that the amount of sale was $6,975.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12880

George E. Livingston, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of December, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2048 1950 DEC -3 AM 11:58 By Marie Tate

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
George E. Livingston, Jr.,
and
Betty K. Livingston, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,880 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

December 16, 1958

FILED

1958 DEC 17 AM 9:28

Dr. In the Matter of the Sale of the Mortgaged Real Estate of George E. Livingston, Jr., and Betty K. Livingston, his wife in ac.

To Attorney for Commissions, viz:	240	71		
To Attorney for Fee, viz:	100	00	340	71
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	41	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speers Publications, Inc. - handbills	11	72		
New Amsterdam Casualty Co. -bond premium	28	80		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Grace Senseney - notary fees	1	50	149	96
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - in full for mortgage claim filed	6,437	50	6,437	50
To George E. Livingston, Jr., and Betty K. Livingston, his wife, mortgagors - this balance	57	91	57	91
			7,037	58

with

Cr.

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

1958							
Oct.	28	Proceeds of Sale		6,975	00		
		Interest on deferred payment of $6,475.00 to 12/12/58		48	55	7,023	55
		Refund 1958 State and County taxes ($80.07) - 2 months 3 days		14	03	14	03
						7,037	58

ORDER NISI

LIBER 119 PAGE 137

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ George E. Livingston, Jr., and Betty K. Livingston, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,880 Equity.

1958 DEC 17 AM 9:28

ORDERED, This 17th day of December, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of January next.

[illegible]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of January, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 JAN 27 PM 3:32

Benjamin Michaelson
Judge

LIBER 119 PAGE 138 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. 12,880 Equity

In the Matter of the Sale of the Mortgaged Real Estate of GEORGE E. LIVINGSTON, JR., and BETTY K. LIVINGSTON, his wife,

Ordered, this 17th day of December, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

J-8

FILED

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,880

Auditor's account

George E. Livingston, Jr.

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel C. Tilghman

LIBER 119 PAGE 139

Charlie D. West 123 Clifton Avenue, Rt. 1 Arnold, Maryland	*	In the Circuit Court for
VS.		
Louise W. West 3038 Chesterfield Avenue Baltimore, Maryland	*	Anne Arundel County, Md. Equity # 12,515

BILL OF COMPLAINT

Your petitioner Charlie D. West, by Linwood L. Clark, his attorney, complaining says:

1. That on the 10th day of October 1957 the plaintiff was divorced a vinculo matrimonii from the defendant in divorces 5691 a certified copy of which is filed herewith as a part hereof and marked complainant's Exhibit A.

2. That at the time of said divorce these parties were the owners as tenants by the entireties of property 123 clifton Avenue, in the 5th election district of Anne Arundel Co., Maryland subject to a mortgage to the Baltimore Federal Savings and Loan Association which is still outstanding. A certified copy of the deed to said parties here is filed herewith as a part hereof marked complainant's Exhibit B. Grantee Waltraut in deed same as Louise W. West in bill.

3. That said parties are unable to agree upon a settlement between them respecting said property making necessary this proceeding.

4. That said property is not susceptable of partition in kind, nor can it be divided between them, and that a sale thereof is necessary for the best interest and advantage of both parties, in order that the net proceeds from said sale may be divided as their respective interests may appear.

WHEREFORE your petitioner respectfully prays:

1. That this Honorable Court may pass a decree for the sale of the property herein mentioned and that the money arising from such sale be divided between the parties according to their respective interest and right.

2. That a trustee be appointed to make a sale of and to convey the property to the purchaser or purchasers thereof upon ratification of the sale.

3. That your petitioner may have such other and further relief as his case may require.

MAY IT please your Honor to grant unto your petitioner a writ of subpoena directed to Louise W. West, 3038 Chesterfield Ave. Baltimore, Md. commanding her to be and appear in this honorable Court either in person or by solicitor on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

AND AS IN DUTY BOUND, etc.

Charlie D. West, Plaintiff

Linwood L. Clark, Solicitor for Plaintiff

AFFIDAVIT

STATE OF MARYLAND, Anne Arundel County to wit:

I hereby certify that before me a notary public of the State of Md. in and for Anne Arundel Co. personally appeared before me this 18 day of August, 1958, and made oath in due form of law that the matters and facts set forth in said bill of Complaint are true as therein stated, that is that the above property is not susceptable of division between the parties hereto.

Witness my hand and seal this 18 day of August, 1958.

Linwood L. Clark, Notary Public

FILED 1958 AUG 19 PM 2:12

Eq. 12815

LIBER 119 PAGE 140

Plaintiff's Exhibit A

Charlie D. West, Arnold, Maryland
VS.
Louise W. West, Baltimore, Md.

No. 5691 Divorces-Equity.
In the Circuit Court for Anne Arundel County, Maryland.

This cause standing ready for hearing and being submitted by the plaintiff the proceedings were read and considered by the Court.

Whereupon it is ordered this 10th day of ~~September~~ October Nineteen Hundred and Fifty-seven, by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above named plaintiff, Charlie D. West, be and he is hereby, divorced "a vinculo matrimonii" from the defendant, the said Louise W. West

And is further adjudged, ordered and decreed that the Plaintiff pay the costs of these proceedings.

Benjamin Michaelson
Judge

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 14 day of October, A. D., 19 57.

George T. Cromwell, Clerk.

FILED

1958 AUG 19 PM 2:12

v

This Deed, Made this 9th day of December

in the year one thousand nine hundred and fifty-three

LIBER 119 PAGE 141

by and between

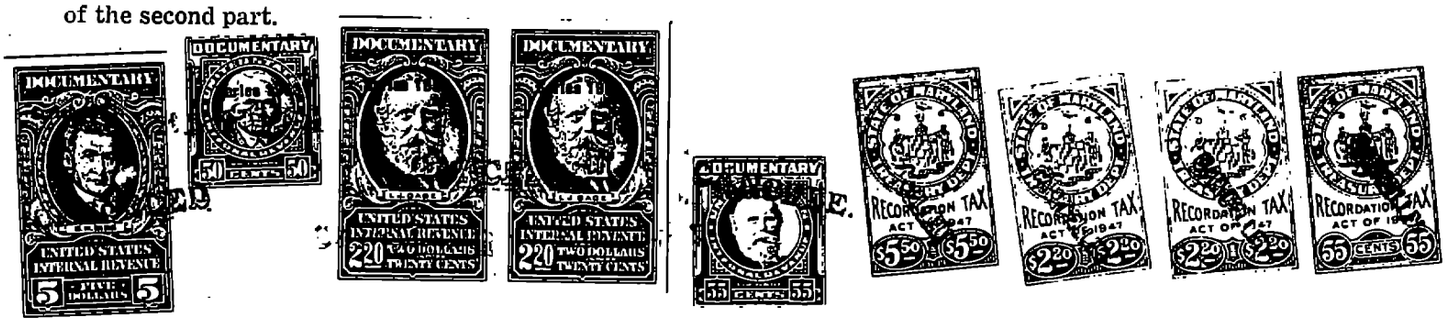
Equity No 12,515

ADMIRAL EQUIPMENT CORPORATION, a body corporate

of the State of Maryland, of the first part, and

CHARLIE D. WEST and WALTRAUT WEST, his wife, of Anne Arundel County, in the State of Maryland,

of the second part.



WITNESSETH, That in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

the said party of the first part,

does grant and convey unto the said parties of the second part, as tenants by the entireties, their personal representatives

and assigns, all that lot of ground situate

in Anne Arundel County, State aforesaid, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 49 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING one of the lots of ground which by Assignment dated November 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 796 folio 223 was granted and assigned by Straw Man, Inc. to the within named Grantor.

FILED

1958 AUG 19 PM 2:12

Clerk's Exhibit B

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

LIBER 119 PAGE 142

TO HAVE AND TO HOLD the said described lot of ground and premises, unto and to the use of the said parties of the second part, as tenants by the entireties, their personal representatives

and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 9th days of May and November in each and every year,

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor, corporate seal of ADMIRAL EQUIPMENT CORPORATION, Grantor, and the signature of Stanley Paul, its Vice-President.

Test:

ADMIRAL EQUIPMENT CORPORATION (SEAL)

John R. Holland Jr.

By: Stanley Paul (SEAL)

JOHN R. HOLLAND, JR.

Stanley Paul, Vice-President

ADMIRAL EQUIPMENT CORPORATION MARYLAND 1951

5

6

LIBER 801 PAGE 460

STATE OF MARYLAND, CITY OF BALTIMORE , TO WIT:

LIBER 119 PAGE 143

I HEREBY CERTIFY, That on this 9th day of December in the year one thousand nine hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, aforesaid, personally appeared Stanley Paul, the Vice- President of ADMIRAL EQUIPMENT CORPORATION,

the grantor named in the above Deed, and he acknowledged the aforegoing Deed to be its corporate act.

AS WITNESS my hand and Notarial Seal.

John R. Holland Jr.

JOHN R. HOLLAND, JR. Notary Public.

Recorded: December 10, 1953 at 1.30 P.M.

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

ASSIGNMENT

FROM ADMIRAL EQUIPMENT CORPORATION

JOSEPH H. GRISCOM, SR. TREAS. TAXES PAID TO DEC. 31-1953

TO

CHARLIE D. WEST and WALTRAUT WEST, his wife,

BLOCK NO.

Received for Record Dec 10 1953 at 1.30 o'clock P.M. Same day recorded in Liber J.H.H. No. 801 Folio 458 etc., one of the Land Records of A. A. Co. and examined per JOHN H. HOPKINS, Clerk

Cost of Record, $ 3.00 Paid

THE COLONIAL TITLE GUARANTEE COMPANY BALTIMORE 2, MD.

FORM 7 – 8-53

Plaintiff's Exib. B instead of Copy.

Application No. 31964

Written by J.M.

Approved by ..... Examiner

Ready for Record .....

I hereby certify that the property [illegible] is this deed [illegible] referred as provided by [illegible]

LIBER 119 PAGE 143 A

CHARLIE D. WEST	:	NO. 12,815 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
LOUISE W. WEST	:	ANNE ARUNDEL COUNTY

: : : : : : : :

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Louise W. West, defendant, by Albert J. Goodman, her solicitor, to the bill of complaint in this cause against her exhibited, respectfully represents:

That she admits the matters and facts set forth in said bill of complaint and consents to the passage of such decree as may be right and proper in the premises.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitor for Defendant

I hereby certify that on this 11th day of September, 1958, I mailed a copy of the foregoing answer to Linwood L. Clark, solicitor for the plaintiff, Hayes Building, Annapolis, Maryland.

Solicitor for Defendant

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1958 SEP 12 PM 2:20

7

LIBER 119 PAGE 1437

Charlie D. West	*	
123 Clifton Avenue	*	IN THE CIRCUIT COURT
Route 1, Arnold, Maryland	*	FOR
vs.	*	ANNE ARUNDEL COUNTY,
Louise W. West	*	MARYLAND
3038 Chesterfield Avenue	*	EQUITY # 12,815
Baltimore, Maryland	*	

SUBMISSION FOR DECREE

TO THE HONORABLE the Judges of said Court:

UNDER THE Bill for Partition and the answer thereto, showing no testimony is required, the above case is respectfully submitted for decree for the appointment of trustee or trustees to make the sale of the subject property, 123 Clifton Avenue, subject to out-outstanding lien or liens thereon.

Albert J. Goodman
Attorney for Defendant

Linwood L. Clark
Attorney for Plaintiff

FILED
1958 SEP 17 AM 10:29

8

LIBER 119 PAGE 144

Charlie D. West 123 Clifton Avenue Rt. 1, Arnold, Maryland	*	IN THE CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
Louise W. West 3038 Chesterfield Avenue Baltimore, Md.	*	MARYLAND EQUITY # 12,815

STIPULATION OF COUNSEL

In the submission for a decree appointing trustees to make the sale of the subject property, 123 Clifton Avenue (also known as Lot # 49 Belvedere Heights), for the purpose of informing Your Honor of the value of said property, it is hereby stipulated that the fair appraisal of said property is $9,000.00, as evidenced by the document stamps on the deed to these parties in 1954, and the mortgage loan of the Baltimore Federal Savings and Loan Association.

Attorney for Plaintiff

Attorney for Defendant

FILED

1958 OCT 21 PM 1:51

9

LIBER 119 PAGE 145

Charlie D. West 123 Clifton Avenue Rt. 1, Arnold, Maryland	* * *	IN THE CIRCUIT COURT FOR
vs.		ANNE ARUNDEL COUNTY,
Louise W. West 3038 Chesterfield Avenue Baltimore, Maryland	* * *	MARYLAND EQUITY # 12,815

DECREE

The above case standing ready for hearing, and being submitted, the proceedings were, by the Court, read and considered, and it appearing that the parties hereto constitute all the parties in interest, and are sui juris, and the defendant subscribes her answer in which she admits that the subject property in this case is not susceptible of division between them without injury, and agrees to the sale petitioned for in the pleadings, as advantageous to the parties concerned; it is thereupon this 21st day of September, 1958, ordered, adjudged, and decreed by the Circuit Court for Anne Arundel County that the property mentioned in the proceedings be sold and that Linwood L. Clark and Albert J. Goodman be and they are hereby appointed trustees to make sale thereof, and that the course and manner of the proceedings shall be as follows: - That they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a corporate surety to be approved by this Court or the Clerk thereof in the penalty of $10,000 conditioned for the faithful performance of the trust reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given at least three weeks notice by advertisement inserted in such newspaper or newspapers published in the County aforesaid as they shall think proper, of the time, place, manner, and terms of sale, which terms shall be to require a deposit of at least $1,000.00 on account of the purchase money on the day of sale and as soon as may be convenient after such sale , the said Trustees shall return to this Court a full and particular account of 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 the payment of the whole purchase money, and not before, the said Trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them, sold, free, clear, and discharged from all claims of the parties hereto, plaintiffs and defendants and those claiming by, from, or under them or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to said Trustees as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

Matthew S. Evans
JUDGE

FILED
1958 OCT 21 PM 3:45

10

LIBER 119 PAGE 146

LIBER 9 PAGE 466

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 12,815 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Linwood L. Clark and Albert J. Goodman **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** Ten Thousand Dollars ($10,000.00) - - - - - - - - - - **current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents: sealed with our seals and dated this** 22nd **day of** October , 1958 .

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Charlie D. West vs. Louise W. West,"No. 12,815 Equity **Dated** October 21, 1958, Linwood L. Clark and Albert J. Goodman **were appointed Trustees to make sale of the property described in said proceedings, and the said** Linwood L. Clark and Albert J. Goodman **are about to execute said power and make sale of the property described in said proceedings.**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen L. Woelfel

Kathleen L. Woelfel, as to all

Linwood L. Clark (SEAL)

Linwood L. Clark

Albert J. Goodman (SEAL)

Albert J. Goodman, PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond Approved this 12th day of November, 1958.
George T. Cromwell, Clerk

FILED

1958 NOV 12 AM 11:36

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

LINWOOD L. CLARK, Solicitor
Annapolis, Maryland

TRUSTEES' SALE

OF VALUABLE

Leasehold Property

123 CLIFTON AVENUE, ARNOLD, MARYLAND OTHERWISE KNOWN AS LOT 49, BELVEDERE HEIGHTS

By virtue of a decree of the Circuit Court of Anne Arundel County, Maryland, Equity 12,815, the undersigned Trustees will sell at public auction at the Court House Door, on

Tuesday, Nov. 25, 1958

AT 11:30 O'CLOCK A.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon designated as Lot 49 on the Plat of Belvedere Heights which plat is dated February 1953 and was recorded among the land records of Anne Arundel County, Maryland, on March 13, 1953 in Plat Cabinet 4 rod G-5 Plat No. 6, being the same property so described in a deed from Admiral Equipment Company to said Charlie D. West and wife dated December 9, 1953 and known as 123 Clifton Avenue, Arnold, Maryland, and recorded among the land records of Anne Arundel County in J.H.H. 801 folio 458.

Subject to an annual ground rent of $82.00, and improved by a **ONE AND ONE HALF STORY SHINGLE DWELLING**, also subject to balance due on $9,400.00 Mortgage to Baltimore Federal Savings and Loan Association of Baltimore City.

Terms of Sale: Cash. A deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of the purchase money in cash upon final ratification of the sale by Circuit Court of Anne Arundel County with interest at 6 per cent from the day of sale to the day of settlement within thirty days; taxes, water rent, ground rent, and all other public charges, including special paving taxes, if any, to be adjusted to day of sale.

LINWOOD L. CLARK and
ALBERT J. GOODMAN,
Trustees

FILED
1958 DEC -1 PM 3:28

41

CHARLIE D. WEST : NO. 12,815 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

LOUISE W. WEST : ANNE ARUNDEL COUNTY

: : : : : : : : :

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I ~~(we)~~ have purchased at public auction from Linwood L. Clark and Albert J. Goodman, Trustees, the property described in the advertisement attached hereto for the sum of _____ Two Hundred Fifty DOLLARS ($ 250.00); and I ~~(we)~~ agree to comply with the terms of sale as set forth therein.

250-

AS WITNESS my (our) hand(s) and seal(s) this 25th day of November, 1958.

WITNESS:

Linwood L. Clark as to + Charlie D. West (SEAL)

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Linwood L. Clark and Albert J. Goodman, Trustees, the property described in the advertisement attached hereto to Charlie D. West at and for the sum of Two Hundred Fifty DOLLARS ($ 250.00), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 25th day of November, 1958.

WITNESS:

Linwood L. Clark Robert H. Campbell (SEAL)
Robert H. Campbell, Auctioneer

FILED
1958 DEC -1 PM 3:28

13

LINWOOD L. CLARK, Solicitor
Annapolis, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

123 CLIFTON AVENUE, ARNOLD, MARYLAND OTHERWISE KNOWN AS LOT 49, BELVEDERE HEIGHTS

By virtue of a decree of the Circuit Court of Anne Arundel County, Annapolis, Maryland, Equity 12,815, the undersigned Trustees will sell at public auction at the Court House Door, on

Tues., Nov. 25, 1958

at 11:30 o'clock A.M.

All that lot of ground and the improvements thereon designated as Lot 49 on the Plat of Belvedere Heights which plat is dated February 1953 and was recorded among the land records of Anne Arundel County, Md., on March 13, 1953 in Plat Cabinet 4 rod G-5 Plat No. 6, being the same property so described in a deed from Admiral Equipment Company to said Charlie D. West and wife dated December 9, 1953 and known as 123 Clifton Avenue, Arnold, Maryland, and recorded among the land records of Anne Arundel County in J. H. H. 801 folio 458.

Subject to an annual ground rent of $82.00, and improved by a one and one-half story shingle dwelling, also subject to balance due on $9,400.00 Mortgage to Baltimore Federal Saving and Loan Association of Baltimore City.

TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of the purchase money in cash upon final ratification of the sale by Circuit Court of Anne Arundel County with interest at 6 per cent from the day of sale to the day of settlement within thirty days; taxes, water rent, ground rent, and all other public charges, including special paving taxes, if any, to be adjusted to day of sale.

LINWOOD L. CLARK, and
ALBERT J. GOODMAN,
Trustees.

ROBERT H. CAMPBELL,
Auctioneer.

N-20

LIBER 119 PAGE 149 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1958

We hereby certify, that the annexed

Trustee's Sale

"Charlie D. West"

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 November, 1958. The first insertion being made the 30th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED
1958 DEC -1 PM 3:08

CHARLIE D. WEST * IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS. *

EQUITY 12,815

LOUISE W. WEST *

- - - - - - - - - - - - - -

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Linwood L. Clark and Albert J. Goodman, Trustees, appointed by decree of this Honorable Court, passed in the above entitled cause, dated the 21st day of October, 1958, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper published in the City of Annapolis, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend the Court House Door in said City, on the 25th day of November, 1958, at 11:30 o'clock, a.m., and then and there proceed to sell said property in manner following, that is to say:

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

All that lot of ground and the improvements thereon designated as Lot 49 on the Plat of Belvedere heights which plat is dated February 1953 and was recorded among the land records of Anne Arundel County, Maryland, on March 13, 1953 in Plat Cabinet 4 rod G-5 Plat No. 6, being the same property so described in a deed from Admiral Equipment Company to said Charlie D. West and wife dated December 9, 1953 and known as 123 Clifton Avenue, Arnold, Maryland, and recorded among the land records of Anne Arundel County in J.H.H. 801 folio 458.

FILED
1958 DEC -1 PM 3:08

15

And your said Trustees sold the above described property to Charlie D. West, for the sum of $250.00, he being at that time the highest bidder therefor; the terms of said sale being cash, a deposit of $100.00 was accepted from purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale; final settlement within thirty days.

Said sale being subject to an annual ground rent of $82.00, and improved by a one and one half storey shingle dwelling, also subject to balance due on $9,400 Mortgage to Baltimore Federal Savings and Loan Association of Baltimore City.

A certified copy of the advertisement in this matter is herewith filed as a part of this proceeding.

Respectfully submitted,

Linwood L. Clark

Albert J. Goodman

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of December, 1958, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared Linwood L. Clark and Albert J. Goodman, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Grace C. Harty
Notary Public

16

ORDER NISI

LIBER 119 PAGE 152

Charlie D. West

versus

Louise W. West

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,815 Equity

Ordered, this 1st day of December, 1958, That the sale of the Property in these proceedings mentioned made and reported by Linwood L. Clark and Albert J. Goodman Trustees,

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

The report states that the amount of sales ~~to be~~ was $ 250.00

George T. Cromwell Clerk.

True Copy.

1958 DEC 1 PM 3:08

TEST: Clerk.

(Final Order)

Charlie D. West

versus

Louise W. West

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of January Finally, 1959 that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED

1959 JAN -9 PM 2:33

17

LIBER 119 PAGE 153 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. 12,815 Equity

CHARLIE D. WEST
VERSUS
LOUISE W. WEST

Ordered, this 1st day of December, 1958, That the sale of the property in these proceedings mentioned made and reported by Linwood L. Clark and Albert J. Goodman, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of January, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of January next.

The report states that the amount of sale was $250.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq 12815

Charlie D West

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of January, 1959. The first insertion being made the 4th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JAN -8 By Doris Tate

No. M. C. 16819

18

LIBER 119 PAGE 154

In the Case of

Charlie D. West

VS.

Louise W. West

In the

Circuit Court

For

Anne Arundel County

No. 12,815 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.

Fayne K. Jacklung
Auditor

January 27, 1959

FILED

1959 JAN 28 PM 2:33

19

Dr. Charles D. West vs. Louise W. West in ac.

To Trustee for Commissions, viz:	17	50	17	50
To Trustee 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	50	00		
Jos. C. Deegan - Sheriff's costs	3	35		
Auditor - stating this account	13	50	86	85
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	93		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	33		
Globe Indemnity Co. - bond premium	40	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Grace R. Hartge - notary fee		75		
Linwood L. Clark - fee for legal services rendered (Order 1/22/59)	75	00	222	51
To Trustee for Ground Rent, viz:				
Semi-annual ground rent of $42.00 due 5/9/59 - 16 days	3	73	3	73
			330	59

20

with Linwood L. Clark and Albert J. Goodman, Trustees Cr.

1958				
Nov.	25	Proceeds of Sale	250 00	250 00
		Refund 1958 State and County taxes ($128.04) - 1 month 5 days	12 42	12 42
		OVERPAYMENT BY TRUSTEE	68 17	68 17
				330 59

ORDER NISI LIBER 119 PAGE 157

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Charlie D. West

VERSUS

Louise W. West

No. 12,815 Equity.

ORDERED, This 28th day of January, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of 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 9th day of March next.

George T. Cromwell Clerk

FILED
1959 JAN 28 PM 2:33

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 MAR 10 PM 3:17

Benjamin Michaelson
Judge

LIBER 119 PAGE 158 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. 12,815 Equity

CHARLIE D. WEST
VERSUS
LOUISE W. WEST

Ordered, this 28th day of January, 1959. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of 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 9th day of March next.

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

F-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We bereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 12815

Charlie D. West

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of March, 1959. The first insertion being made the 5th day of February, 1959

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 16495 1959 MAR -4 PM 1:44

23

LIBER 119 PAGE 159

IN THE MATTER OF THE	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	FOR
OF SAMUEL I. WATSON and	ANNE ARUNDEL COUNTY
MARGARET B. WASTON, his wife	NO. 12,985 EQUITY

- - - - - - - - - - - ,

Mr. Clerk:

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

CHILDS AND BALD
192 Duke of Gloucester Street
Annapolis, Maryland
Telephone: Co. 3-2181

BY: Eugene M. Childs
Eugene M. Childs
Attorney Named in Mortgage

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1958 DEC -2 AM 10:59

MORTGAGE FEE - COUNTY - 34

LIBER 851 PAGE 578

LIBER 119 PAGE 160

No. 12,985 Equity

PURCHASE MONEY

This Mortgage, Made this 4th day August

in the year nineteen hundred and fifty-four, by

SAMUEL I. WATSON and MARGARET B. WATSON, his wife,

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

and COUNTY TRUST COMPANY OF MARYLAND, OWINGS, MARYLAND, a body corporate,

Mortgagee, of the second part, witnesseth:

WHEREAS, the Mortgagors are justly and bona fide indebted unto the Mortgagee in the full and just sum of Two thousand three hundred dollars ($2300.00), balance of purchase money for the property hereinafter described, for the payment whereof the said Mortgagors have passed unto the said Mortgagee their joint and several promissory note, of even date herewith, for said sum, payable one year after date, with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually; with the privilege to said Mortgagors of making payments on account of said principal indebtedness at any time during the tenure hereof, the entire balance of principal and interest to be paid at the end of one year from date hereof, and

WHEREAS, it was a condition precedent hereto that these presents be executed for the purpose of more effectually securing the prompt payment of said note and/or any renewals or substitutes therefor, at the time limited for payment of the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in Eighth Election District, Anne Arundel County, aforesaid, and described as follows:

ALL that lot or parcel of ground situate, lying and being in the 8th Election District of Anne Arundel County, Maryland, being known and designated as Lot No. 20, Block A, Fair Haven Cliffs, according to the Plat thereof filed among the Plat Records of Anne Arundel County in Plat Book 1, folio 27, formerly Cabinet 1, Rod B, folio 11.

BEING the same property conveyed to Samuel I. Watson and wife, by Adeline Eppley and husband, by deed dated August 3, 1954, intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 DEC -2 AM 10:59

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 Mortgagee, its successors 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 Two thousand three hundred - - - - - - - - - - - - - - - - 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 sa hereby mortgaged property, which taxes, assments, public dues, charges, mort-

LIBER 119 PAGE 162

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 personal representatives or assigns, or Eugene M. Childs, 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 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 $50.00 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, its personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all 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 personal representatives or assigns, or Eugene M. Childs 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 personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Two thousand three hundred - - - - - - - - - - - - - - - - - - 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 personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

May F. Brennan

Samuel I. Watson (SEAL)
Samuel I. Watson

Margaret B. Watson (SEAL)
Margaret B. Watson

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

LIBER 119 PAGE 163

I Hereby Certify, that on this 4th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL I. WATSON and MARGARET B. WATSON, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared EUGENE M. CHILDS, Agent and Attorney for the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and further, that he is the duly authorized Agent and Attorney for said Mortgagee to make this affidavit.

As witness my hand and seal Notarial.

May F. Brennan
May F. Brennan Notary Public

Recorded: August 4, 1954 at 11.10 A.M.

PURCHASE MONEY
MORTGAGE

FROM

SAMUEL I. WATSON

MARGARET B. WATSON, wife

TO

COUNTY TRUST COMPANY

OF MARYLAND, OWINGS, MD.

BLOCK NO.

Received for Record 4 Aug., 19 54
at 11.10 o'clock A.M. Same day recorded
in Liber G.T.B. No. 857 Folio 378 &c.,
one of the Land Records of A.A.Co
examined per
JOHN H. HOPKINS, Jr., Clerk.
Cost of Record, $ 4

EUGENE M. CHILDS, *Attorney at Law*
192 Duke of Gloucester Street
Annapolis, Maryland

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF SAMUEL I. WATSON and MARGARET B. WATSON, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,585 EQUITY

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

STATEMENT OF CLAIM

PRINCIPAL BALANCE DUE ON MORTGAGE	$1,174.67
Interest @ 6% from 9/4/58 thru 1/2/59 date of sale, @ 5.87 per month	23.48
1957 and 1958 taxes and costs advanced to Treasurer, Anne Arundel County for tax sale redemption	133.78
	$1,331.93

Interest accrual rate $1.46 per week

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I hereby certify that on this 28th. day of November, 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared O. F. Bowen, Asst. Secretary of the County Trust Company of Maryland, Owings, Maryland, and made oath in due form of law that the foregoing statement is just, due and owing, with interest as therein claimed.

Witness my hand and seal Notarial.

Charles L. Plummer, Jr.
Notary Public
Charles L. Plummer, Jr.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1958 DEC -2 AM 10:59

Form J-3101
(Mortgagee's or Attorney's Bond)

LIBER 9 PAGE 482

LIBER 119 PAGE 165
No. 12,985 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 Two thousand and 00/100 ($2,000.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 1st day of December in the year nineteen hundred and fifty-eight

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Samuel I. Watson and Margaret B. Watson, his wife to County Trust Company of Maryland (Owings, Maryland) bearing date the 4th day of August nineteen hundred and fifty-four and recorded among the land records of Anne Arundel County, Maryland (.....) in Liber JHH No. 851 Folio 578 and being on lot 20, Block A Fairhaven Cliffs and improvements thereon.

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

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

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

Signed, sealed, and delivered in presence of

Virginia Russell

Betty Lee Hanford

Eugene M. Childs [SEAL.]
Eugene M. Childs

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

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

FILED
1958 DEC -2 AM 10:59

Bond approved this 2nd day of December, 1958
George T. Cromwell, Clerk

GEORGE W. SCIBLE ..... Auctioneer

CHILDS and BALD
Attorneys at Law
192 Duke of Gloucester Street
Annapolis, Maryland

ATTORNEY'S SALE

OF

Residential Property

KNOWN AS LOT NO. 20, BLOCK A,, FAIR HAVEN CLIFFS
EIGHTH ELECTION DISTRICT, ANNE ARUNDEL CO.

By virtue of the power of sale contained in a mortgage from Samuel I. Watson and Margaret B. Watson, his wife, dated 4 August 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 851, folio 578, default having occurred thereunder, the undersigned Attorney named in the mortgage will sell at public auction at the Court House Door in the City of Annapolis, on,

Friday, January 2, 1959

AT ELEVEN O'CLOCK A.M.

ALL THAT LOT or parcel of land situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, being known and designated as Lot No. 20, Block A., Fair Haven Cliffs, according to the plat thereof filed among the Plat Records of Anne Arundel County in Plat Book 1, folio 27 (formerly Cabinet 1, Rod B, folio 11).

BEING the same property which was conveyed to Samuel I. Watson and wife by Adeline Eppley and husband, by deed dated August 3, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 851, folio, 576.

THIS PROPERTY IS IMPROVED BY a frame house with composition roof, four rooms, enclosed sun porch and bath; also a partial basement with one room; electricity and deep well (running water in house).

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

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

CHILDS AND BALD
BY: Eugene M. Childs,
Attorney Named in Mortgage

LIBER 119 PAGE 167

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF SAMUEL I. WATSON and MARGARET B. WATSON, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,985 EQUITY

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

PURCHASERS AGREEMENT

This is to certify that ~~I~~ (we) have purchased at public auction from Eugene M. Childs, Attorney, the property described in the advertisement attached hereto for the sum of $ Three thousand dollars and ~~I~~ (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS ~~my~~ (our) hand(s) and seal(s) this 2nd day of January, 1959.

WITNESS:

G. W. Scible

Louis Edward Henck (SEAL)

Margaret B. Henck (SEAL)

AUCTIONEER'S CERTIFICATE

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney, the property described in the advertisement attached hereto to LOUIS EDWARD HENCK AND MARGARET B. HENCK, at and for the sum of $ 3,000.00, ~~he~~ (they) being at that price the highest bidder(s) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 2nd day of January, 1959.

G. W. Scible (SEAL)
George W. Scible

FILED
1959 JAN -2 PM 1:54

LIBER 119 PAGE 168

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF SAMUEL I. WATSON and MARGARET B. WATSON, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,985 EQUITY

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That, under and by virtue of the power of sale contained in mortgage from Samuel I. Watson and Margaret B. Watson, his wife, dated 4 August 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 851 folio 578, said Attorney, having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland, and after having complied with all other requisites of the law for such cases made and provided, he did offer the property described in these proceedings at public auction at the Court House Door, on Friday, January 2, 1959, at eleven o'clock, A.M., and then and there sold the same to Louis Edward Henck and Margaret B. Henck, his wife, at and for the sum of Three Thousand Dollars ($3,000.00), they being then and there the highest bidders for said property, known and designated as Lot No. 20, Block A, Fair Haven Cliffs, according to the plat thereof filed among the Plat Records of Anne Arundel County in Blat Book 1, folio 27,(formerly Cabinet 1, Rod B., folio 11.)

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

Respectfully submitted,

Eugene M. Childs
Attorney

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1959 JAN -2 PM 1:54

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 2nd day of January, 1959, beforeme the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally apeared Eugene M. Childs, Attorney named in Morgaged filed in these proceedings, and made oath in due form of law that the matters and things set forth in aforegoing Report of Sale are ture, and that the sale was fairly made.

Witness my hand and seal Notarial.

Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 119 PAGE 170

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF SAMUEL I. WATSON
and MARGARET B. WATSON, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,985 Equity

Ordered, this 2nd day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

The report states that the amount of sale was $3,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 JAN 2 PM 1:54

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF SAMUEL I. WATSON
and MARGARET B. WATSON, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
_____ Term, 19

ORDERED BY THE COURT, This 10th day of February, 1959, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 FEB 10 PM 3:39

LIBER 119 PAGE 171 OFFIC OF

Legal Notice

CHILDS and BALD
ATTORNEYS AT LAW
192 Duke of Gloucester St.
Annapolis, Maryland

Attorney's Sale

OF RESIDENTIAL PROPERTY

KNOWN AS LOT NO. 20, BLOCK A, FAIR HAVEN CLIFFS, EIGHTH ELECTION DISTRICT, ANNE ARUNDEL CO.

By virtue of the power of sale contained in a mortgage from Samuel I. Watson and Margaret B. Watsoo, his wife, dated 4 August 1954, aod recorded amoog the Land Records of Anne Arundel County in Liber J.H.H. 851, folio 578, default having occurred thereunder, the undersigned Attorney named in the mortgage will sell at public auction at the Court House Door in the City of Annapolis, oo,

Friday, January 2, 1959
at eleven o'clock a. m.

ALL THAT LOT or parcel of land situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, being known and designated as Lot No. 20, Block A, Fair Haven Cliffs, according to the plat thereof filed amoog the Plat Records of Anne Arundel County in Plat Book 1, folio 27 (formerly Cabinet 1, Rod B, folio 11.)

BEING the same property which was conveyed to Samuel I. Watson and wife by Adeline Eppley and husband, by deed dated August 3, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 851, folio 576.

THIS PROPERTY IS IMPROVED by a frame house with compositioo roof, four rooms, enclosed suo porch and bath; also a partial basement with one room; electricity and deep well (running water in house).

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

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

CHILDS and BALD
By: EUGENE M. CHILDS
Attorney Named in Mortgage

Auctioneer:
George W. Scible

D-26

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1959

We hereby certify, that the annexed

Attorney's Sale

Samuel I. Watson

#12,985-Equity

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of January, 1959. The first insertion being made the 4th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JAN 13 By 12 Virgil Tilghman

LIBER 119 PAGE 172 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. 12,985 Equity

In the Matter of the Mortgaged Real Estate of
SAMUEL I. WATSON and
MARGARET B. WATSON, his wife

Ordered, this 2nd day of January, 1959; That the sale of the Property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

The report states that the amount of sale was $3,000.00.

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

J-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 9, 1959

We hereby certify, that the annexed

Order Nisi - Rule - Eq. 12985

Samuel I. Watson

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 9th day of February, 1959. The first insertion being made the 8th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 6870 1959 FEB -9 AM 11:59

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~vs~~
Samuel I. Watson
and
Margaret B. Watson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,985 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.

March 5, 1959

Laura K. Hickling
Auditor.

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Samuel I. Watson and Margaret B. Watson, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	120	59	170	59
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	50		
Auditor - stating this account	18	00	58	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	14	00		
Hartford Accident & Indemnity Co. - bond premium	12	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Virginia Russell - notary fees		50	113	80
To Attorney for Taxes, viz:				
1959 State and County taxes ($56.14) - 2 days		31		31
To Attorney for Allowances to Purchasers, viz:				
Rent collected from tenant by mortgagors from 1/2/59 to 3/2/59 - 2 months @ $40.00 per month	80	00	80	00
To County Trust Company of Maryland, - mortgagee - in full for mortgage claim	1,331	93	1,331	93
BALANCE FOR DISTRIBUTION - $1,264.67				
Distributed as follows:				
To Samuel B. Watson -one-half - $632.33				
Less Amount decreed to be paid to Margaret B. Watson for support of minor children (Order 3/3/59) 601.00	31	33		
To Margaret B. Watson - one-half $632.34				
To Margaret B. Watson - amount decreed to be paid as above 601.00	1,233	34	1,264	67
			3,019	80

with

Eugene M. Childs, Attorney named in Mortgage

Cr.

1959						
Jan.	2	Proceeds of Sale	3,000	00		
		Interest on deferred payment of $2,700.00 to 2/16/59	19	80	3,019	80
					3,019	80

LIBER 119 PAGE 176

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Samuel I. Watson and Margaret B. Watson, his wife

No. 12,985 Equity.

1959 MAR 10 AM 10:17 FILED

ORDERED, This 10th day of March, 19 59., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of April next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of April, 1959., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 APR 14 PM 3:03

Matthew P. Brown

Judge

LIBER 119 PAGE 177 OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,985
Auditor account
Samuel I. Watson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of April, 1959. The first insertion being made the 11th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 4296 FILED 1959 APR -9 AM 10 B05 H. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,985 Equity

Order Nisi

In the Matter of the Mortgaged Real Estate of SAMUEL I. WATSON and MARGARET B. WATSON, his wife

Ordered, this 10th day of March, 1959, that the Report and Account of the Auditor, filed in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of April next.

GEORGE T. CROMWELL, Clerk

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

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MILDRED P. BRICE
431 Balto.-Annapolis Boulevard, E.
Glen Burnie, Maryland

IN EQUITY

EQUITY NO. 13,439

Plaintiff

vs.

SOUTHERN MUNICIPAL CORPORATION
236 Main St.
Annapolis, Maryland

HOWARD ELDRIDGE
Present address unknown
Last known address:
c/o E.L. Perkins
1506 Pennsylvania Avenue
Baltimore, Maryland

MARION R. ELDRIDGE
Address unknown

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 Fifth Election District of Anne Arundel County, to wit:

Lot A, 80 X 150, situated at Morris Hill

Defendants

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That she is an adult citizen 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 Certificate of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

FILED

1959 JAN 12 AM 11:51

(1) Certificate No. A3558 - Lot A - 80 X 150, G.T.C. 964-345, situated at Morris Hill off Cherry Lane, Fifth Election District and assessed to Southern Municipal Corporation.

3. That said Tax Sale Certificate as hereinabove set forth, to wit: Number A3558 dated October 14, 1957, setting forth the aforesaid sales to your Plaintiff, is attached hereto and filed herewith as "Plaintiff's Exhibit Number 1", and is 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:

(a) That Southern Municipal Corporation, a body corporate, is the record owner of Lot A, as shown on the Plat of the Frank A. Smith property (Plat Book 18, folio 43) in the Fifth Election District of Anne Arundel County, having obtained title to same by virtue of a deed from Joseph H. Griscom, Sr., Treasurer, to Southern Municipal Corporation, said deed being recorded in Liber G.T.C. No. 964, folio 345, which said deed was executed pursuant to a decree of the Circuit Court of Anne Arundel County in Equity No. 11,303.
(b) That prior to Southern Municipal Corporation becoming the record owner, of Lot A, that Howard Eldridge was the record owner of said lot and certain land conveyances recorded in Anne Arundel County indicate that at one time the said Howard Eldridge was married to one Marion R. Eldridge, they being joined as parties herein to foreclose any possible interest which they may have in and to said lot herein mentioned.
(c) That Southern Municipal Corporation, by deed dated 18 April 1958, granted and conveyed to the Board of County Commissioners of Anne Arundel County, all its right, title and interest to a 6.81 foot strip of the eastern side of said Lot A running along Smith Avenue, as shown on a plat recorded with said deed.

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 Certificate, the following amount:

CERTIFICATE NO.	BID	PRICE PAID
(1) A3558	$200.00	$69.15

2

7. That the amount necessary for the redemption of the aforesaid Tax Sale Certificate is as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) A3558	$69.15

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

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.

Mildred P. Brice
Mildred P. Brice

Thomas M. Schifanelli
Thomas M. Schifanelli
236 Main St.
Annapolis, Maryland
Colonial 3-3957
Attorney for Plaintiff

3

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Mildred P. Brice, being first duly sworn and on oath deposes and says that she has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by her subscribed, and knows the contents thereof and verily believes the same to be true.

SUBSCRIBED and SWORN to before me this 12-15 day of Jan., 1959.

Notary Public

A 3558 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Mildred P. Brice at public auction for the sum of 200 00/xx Dollars and _____ Cents, of which 69 15/xx Dollars has been paid as a deposit on the property in District 5 described as Lot A - 80 x 150 Stc 964-345 Situated Morris Hill off Cherry Lane C 2843 (Howard Eldridge) Sanitary Also and assessed to Southern Municipal Corp.

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. Lewis
Notary Public.

My Commission Expires May 4, 1959

FILED

1959 JAN 12 AM 11:52

Plaintiff's Exhibit No. 1

5

LIBER 119 PAGE 183

Thomas M. Sohifanelli
236 Main St.
Annapolis, Maryland
Attorney

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Mildred P. Brice
431 Balto.-Annapolis Boulevard, E.
Glen Burnie, Maryland

IN EQUITY

EQUITY NO. [illegible]

Plaintiff

vs.

Southern Municipal Corporation
236 Main St.
Annapolis, Maryland

Howard Eldridge
Present address unknown
Last known address:
c/o E.L. Perkins
1505 Pennsylvania Avenue
Baltimore, Maryland

Marion R. Eldridge
Address unknown

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.
Fifth	Lot A, 80X150, G.T.C. 964-345, situated at Morris Hill off Cherry Lane (Plat of Frank A. Smith property, Plat Bk 18/43)	A3558

All as substantially described in Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Mildred P. Brice, Plaintiff, on October 14, 1957, for amount in said Certificate 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 Mildred P. Brice, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

FILED
1959 JAN 12 AM 11:52

6

Certificate No. A3558 - Lot A, 80 X 150. G.T.C. 964-345 situated near Morris Hill off Cherry Lane, Fifth District and assessed to Southern Municipal Corporation and sold to Plaintiff for $200.00 of which sum $69.15 has been paid on account.

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 12th day of January, 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 18th day of March, 1959, next, warning the said Southern Municipal Corporation, Howard Eldridge, Marion R. Eldridge and any and all persons having or claiming to have any interest in the above mentioned parcel 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 18th 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, Mildred P. Brice, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

7

THOMAS M. SCHIFANELLI
236 Main Street
Annapolis Maryland
Attorney

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY

EQUITY No. 13,039

Mildred P. Brice
431 Balto.-Annapolis Boulevard, E.
Glen Burnie, Maryland
Plaintiff

VERSUS

Southern Municipal Corporation
236 Main Street
Annapolis, Maryland
HOWARD ELDRIDGE
Present address unknown
Last known address:
c/o E. L. Perkins
1505 Pennsylvania Avenue
Baltimore, Maryland
MARION R. ELDRIDGE
Address unknown

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.
Fifth Lot A. 80x150, G.T.C. A3558
964-345. situated at
Morris Hill off Cherry
Lane (Plat of Frank
A. Smith property,
Plat Bk. 18/43).

All as substantially described in Certificate of Tax Sale sold by Joseph E. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Mildred P. Brice, Plaintiff, on October 14, 1957, for amount in said Certificate 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 Mildred P. Brice, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. A3558—Lot A, 80 x 150, G. T. C. 964-345 situated near Morris Hill off Cherry Lane, Fifth District and assessed to Southern Municipal Corporation and sold to Plaintiff for $200.00 of which sum $69.15 has been paid on account.

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.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 119 PAGE 185

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 9, 1959

We hereby certify, that the annexed

Order Publication - Eq. 13039

Southern Municipal Corp.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 18th day of March, 1957. The first insertion being made the 15th day of January, 1957

THE CAPITAL-GAZETTE PRESS, INC.

1959 FEB 11 PM

By Marie Yates

It is thereupon this 12th day of January, 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 18th day of March, 1959, next, warning the said Southern Municipal Corporation, Howard Eldridge, Marion B. Eldridge and any and all persons having or claiming to have any interest in the above mentioned parcel 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 18th 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, Mildred P. Brice, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F-5

LIBER 119 PAGE 187

MILDRED P. BRICE	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs	*	ANNE ARUNDEL COUNTY
SOUTHERN MUNICIPAL CORPORATION, et al	*	IN EQUITY NO. 13,039
Defendants	*	

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 Mildred P. Brice, plaintiff herein, and made oath in due form of law that:

(1) Defendant Southern Municipal Corporation is not a person, and therefore is not in military service.

(2) Plaintiff is not able to determine whether or not defendants Howard and Marion R. Eldridge are in military service, and has no information to indicate they are in military service, but to the best of her knowledge and belief, they are not in such service.

(3) That the property referred to herein is a vacant lot, 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.

Mildred P. Brice
Mildred P. Brice

Subscribed and sworn to before me this 24th day of March, 1959.

Notary Public

FILED

1959 MAR 24 AM 11:07

9

MILDRED P. BRICE	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs	*	ANNE ARUNDEL COURNTY
SOUTHERN MUNICIPAL CORPORATION, et al	*	IN EQUITY NO. 13,039
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 of October, 1957, for non-payment of taxes due for the years 1956 and 1957.

And it further appearing that the Defendant Southern Municipal Corporation was duly served and has failed to file an answer herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Howard Eldridge, and Marion R. Eldridge have been twice returned "non est", as will more fully appear from the Sheriff's returns filed herein.

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, therefore, this 24th day of March, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint

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1959 MAR 24 PM 2:32

10

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 herein 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.

Walter L. Evans
JUDGE

MILDRED P. BRICE	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
SOUTHERN MUNICIPAL CORPORATION, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO.13,039

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants Southern Municipal Corporation, Howard Eldridge and Marion R. Eldridge and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to answer the Bill of Complaint by virtue of an Order of Publication directed to all the Defendants herein; the subpoenas directed to the Defendants Howard Eldridge and Marion R. Eldridge having been returned twice non est, and that the Defendant Southern Municipal Corporation was duly served and failed to file an answer herein, and they having failed to appear thereto in the time limited by said Order of Publication, and the Court having found for the Plaintiff, it is thereupon, this 8th day of May, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that all rights of redemption in the property mentioned herein of the Defendants Southern Municipal Corporation, Howard Eldridge, and Marion R. Eldridge and all persons having or claiming to have any interest in the hereinafter described property, be and they are hereby 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 property, sold to the Plaintiff on the 14th day of October, 1957, to wit:

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(1) Certificate No. A3558 - Lot 80 X 150, G.T.C. 964, folio 345, situated at Morris Hill off Cherry Lane, Fifth Election District and assessed to Southern Municipal Corporation

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.

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to Mildred P. Brice, Plaintiff, in these proceedings, a Deed of Conveyance to the aforesaid lot or parcel of land and improvements, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, and it is further,

ORDERED that the Plaintiff pay the costs of said suit in her behalf incurred.

Matthew S. Evans
JUDGE

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1959 MAY -8 PM 3:17

13

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
		Anne Arundel County
vs.	*	
		(In Equity)
James E. Barton and	*	12,648
Elizabeth C. Barton, his wife	*	

* * * * * * * * * * *

Mr. Clerk:

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

1 - Original Mortgage from James E. Barton and Elizabeth C. Barton, his wife to the Leeds Federal Savings and Loan Association, dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 227 etc..

Edward J. Brannan

Edward J. Brannan

Attorney Named in Mortgage

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1958 MAY -6 AM 11:14

City-County Form.

LIBER 119 PAGE 193
LIBER 1182 PAGE 227

No. 12,648 Equity

This Mortgage,

Made this 27th day of January in the year one thousand, nine hundred and fifty-eight, between James E. Barton and Elizabeth C. Barton, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - - - - - - - - - - - - - - - - - SIXTY-SIX HUNDRED ($6600.00) - - - - - - - - - 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-FIVE and 70/100 ($55.70) - - - - - - - - - - - - - - - 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 successors 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:

Lots numbered 22 and 23 in Section 4 of Riviera Beach, with a total frontage of about 50 feet on Carroll Road, as shown on a plat of Riviera Beach, formerly filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 56 and in Plat Cabinet No. 1, Rod M, Plat 12 and now recorded in Plat Book No. 4, folio 39.

BEING the same lot of ground and premises which by deed dated January 25,1958 and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Raymond E. Nolan and wife unto James E. Barton and Elizabeth C. Barton, his wife, the Mortgagors herein.

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1958 MAY -6 AM 11:14

Plaintiff's Exhibit No. 1

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-

LIBER 1182 PAGE 228

cessors or assigns, is the beneficiary and which is held by the Mortgagee, its suceessors 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 prineipal 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 eolleeted each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or publie 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 notiee, 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 suceessors 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 eash upon ratification of the sale, or sueh 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 sueh 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 elaims 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

James E. Barton (SEAL)

Elizabeth C. Barton (SEAL)

(SEAL)

(SEAL).

LIBER 1182 PAGE 230

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of January, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared James E. Barton and Elizabeth C. Barton, his wife, the Mortgagors, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared 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 Notary Public.

EDWARD J. BRANNAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Rec'd for record Jan 29 1958 at 10.32 A M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

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

"PLAINTIFFS' EXHIBIT NO. 1"

Edward J. Brannan Attorney Named in Mortgage	*	In The Circuit Court
	*	for
vs.	*	Anne Arundel County
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No. 17, Folio 307
	*	Case No. 13,678

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knowns the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage

Subscribed and sworn to before me

this 5th day of May, 1958.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1958 MAY -6 AM 11:14

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

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY LIBER 119 PAGE 198

STATE OF MARYLAND

LIBER 9 PAGE 318

No. 12,648 County

EDWARD J. BRANNAN, Attorney
vs
James E. Barton and Elizabeth C. Barton

BOND OF FORECLOSURE

TO SELL
Property S/E side of Carroll Road, Lots No. 22 & 23, Section 4, Riviera Beach, Anne Arundel County, Maryland

KNOW ALL MEN BY THESE PRESENTS: That we,

EDWARD J. BRANNAN

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixty-Six Hundred and 00/100 ---------- Dollars ($6600.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of May, in the year of our Lord, nineteen hundred and fifty-eight.

WHEREAS, the above bounden

EDWARD J. BRANNAN

by virtue of the power contained in a mortgage from James E. Barton and Elizabeth C. Barton to Leeds Federal Savings and Loan Association bearing date the 27th day of January, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1182 Folio 227 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. Holf

Edward J. Brannan (SEAL)
Edward J. Brannan
(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY
By A. M. Dawson
Attorney-in-Fact

Bond Approved this 31st day of May, 1958.
George F. Cromwell, Clerk.

FILED
1958 MAY 31 AM 9:41

LIBER 119 PAGE 199

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No._____, Folio_____
	*	Case No. 12,648 Equity

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from James E. Barton and Elizabeth C. Barton, his wife, dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 227 etc.

Amount of Mortgage Loan	$ 6600.00
Less Amount Paid on Account	- - - -
	$ 6600.00
Plus interest to June 10, 1958	143.00
Total	$ 6743.00

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

WITNESS my hand and Notarial Seal.

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

FILED

1958 JUN -4 AM 10:12

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

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

SITUATE ON THE SOUTH SIDE OF CARRALL ROAD BETWEEN HALL ROAD AND MAIN AVENUE, RIVIERA BEACH, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of and pursuant to the power of sale contained in the mortgage from James E. Barton and Elizabeth C. Barton, his wife, to the Leeds Federal Savings and Loan Association, dated January 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 227, etc. (default having occurred under the covenants therein contained), I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

Monday, June 9, 1958 at 2:30 o'clock P.M.

All that fee simple property situate in Anne Arundel County, State of Maryland and described as follows:

Lots number 22 and 23 in Section 4 of Riviera Beach, with a total frontage of about 50 feet on Carroll Road, as shown on a plat of Riviera Beach, formerly filed among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 3, folio 56 and in Plat Cabinet No. 1, Rod M, Plat 12, and now recorded in Plat Book No. 4, folio 39.

The aforesaid lot of ground is improved with a frame one (1) story dwelling containing five (5) rooms, bath, 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 percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchaser.

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

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

M-22

LIBER 119 PAGE 200 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 4, 1958

We hereby certify, that the annexed Mortgage Sale - No. 12,648 James E. Barton Carroll Road

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pater

FILED
1958 JUN -5 AM 10:08

LIBER 119 PAGE 201

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

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

CERTIFICATION

The undersigned Auctioneer hereby Certifies that on this 9th day of June, 1958, he sold at public auction, for the highest price obtainable, to James E. Barton + Elizabeth C. Barton, The following described property:

Lots numbered 22 and 23 in Section 4 of Riviera Beach, with a total frontage of about 50 feet on Carroll Road, as shown on a plat of Riviera Beach, formerly filed among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 3, folio 56 and in Plat Cabinet No. 1, Rod M, Plat 12, and now recorded in Plat Book No. 4, folio 39.

at and for the price of Seven Thousand Six Hundred Twenty five Dollars ($7625.00)

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

WITNESS:

Betty Y. Trueschler John M. Miller Jr. 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 Seven Thousand Six Hundred Twenty five Dollars ($7625.00).

WITNESS the hands and seals of the said purchasers.

Witness:

James E. Barton (SEAL)

Edward J. Brannan Elizabeth C. Barton for J.E.B. (SEAL)

FILED

1958 JUN 12 AM 9:33

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No._____, Folio _____
	*	Case No. 12648

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 227 etc., from James E. Barton and Elizabeth C. Barton, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 9th day of June, 1958 at 2:30 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 James E. Barton and Elizabeth C. Barton, his wife, at and for the sum of Seven Thousand Six Hundred Twenty-Five Dollars ($7,625.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage.

FILED

1958 JUN 12 AM 9:33

ORDER NISI

LIBER 119 PAGE 203

Edward J. Brannan

Attorney Named in Mortgage

versus

James E. Barton and

Elizabeth C. Barton, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,648 Equity

Ordered, this 12th day of June, 19 58, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of July next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

The report states that the amount of sale was $7,625.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 JUN 12 AM 9:33

TEST: Clerk.

(Final Order)

Edward J. Brannan

Attorney Named in Mortgage

versus

James E. Barton and

Elizabeth C. Barton, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th 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.

Matthew S. Evans JUDGE

12

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

LIBER 119 PAGE 204 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. 12,648 Equity

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

Ordered, this 12th day of June, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

The report states that the amount of sale was $7,625.00.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,648
James E. Barton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of July, 1958. The first insertion being made the 19th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 4-1958 JUL-11 PM 1:47

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

LIBER 119 PAGE 205

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 371

No. 12,648 Equity.

EDWARD J. BRANNAN, Attorney named in Mortgage

vs

James E. Barton and Elizabeth C. Barton,

BOND OF FORECLOSURE

TO SELL

Property located S/E side of Carroll Road, Section 4, Riviera Beach, Anne Arundel County, Maryland

KNOW ALL MEN BY THESE PRESENTS: That we, EDWARD J. BRANNAN,

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand, Twenty-five and 00/100 ---------- Dollars ($ 1,025.00), 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 July, in the year of our Lord, nineteen hundred and fifty-eight

WHEREAS, the above bounden Edward J. Brannan

by virtue of the power contained in a mortgage from James E. Barton and Elizabeth C. Barton to Leeds Federal Savings and Loan Association bearing date the 27th day of January, 1958 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. T. C. No. 1182 Folio 227 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

Marguerite E. Wolf

Edward J. Brannan (SEAL)

Edward J. Brannan

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By C. M. Dunn

Attorney-in-fact

FILED

1958 JUL 26 AM 11:33

B. L. Bell

Witness to Surety

approved this 26 July, 1958.

George T. Crumwell, Clerk

14

Edward J. Brannan Attorney Named in Mortgage,	*	In The Circuit Court for Anne Arundel County (In Equity)
vs.	*	
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No. 17, Folio 307 Case No. 12648

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

PETITION

To The Honorable, The Judge of Said Court:

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

I

That on the 27th day of January, 1958 the defendants executed and delivered to the Leeds Federal Savings and Loan Association a mortgage in the principal sum of Six Thousand Six Hundred Dollars ($6,600.00) on the Fee Simple Property situate on the southwest side of Carroll Road, 3rd. Election District of Anne Arundel County and known as Lots numbered 22 and 23, Section 4, as shown on the Plat of Riviera Beach, recorded in Plat Book No. 4, folio 39.

II

That your Petitioner 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 after filing his approved bond and after giving the required notice of the time, place, manner and terms of sale, did sell on or about Monday, June 9, 1958 at 2:30 P.M., the mortgaged premises unto James E. Barton and Elizabeth C. Barton, his wife, who are the original Mortgagors.

III

That the said sale has been duly reported to and ratified by this Court, as by said report and proceedings therein now remaining in this Court will appear.

IV

That the aforesaid purchasers have refused to pay the balance of the purchase money due under the terms of the sale so as to consumate the transaction, although they have been notified by your Petitioner and their Attorney,

FILED
1958 SEP 24 AM 11:05

15

Walter B. R. Wright, Jr., Esq., of the ratification of said sale and that these proceedings would be instituted in the event of their failure to promptly pay the balance of the purchase money.

Wherefore your Petitioner prays this Honorable Court to pass an Order authorizing and empowering him to resell the fee simple property mentioned in these proceedings, at the risk of the Mortgagors, in the manner described in said mortgage.

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 23rd day of September, 1958, 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 knowledge , information and belief.

AS WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

16

LIBER 119 PAGE 208

Edward J. Brannan Attorney Named in Mortgage	*	In the Circuit Court for Anne Arundel County (In Equity)
vs.	*	
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No._____, Folio_____
	*	Case No. 12648

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

ORDER

Upon the foregoing Petition and Affidavit, it is this 24th day of September, 1958

ORDERED, by the Circuit Court for Anne Arundel County that Edward J. Brannan, Attorney Named in Mortgage be and he is hereby authorized to re-sell the fee simple property mentioned in these proceedings, at the risk of James E. Barton and Elizabeth C. Barton, his wife, Mortgagors, in the manner described in said mortgage, provided a copy of this order and petition is sent by registered mail return receipt requested to the mortgagors, within ten days from the date hereof.

Matthew S. Evans
Judge.

It is further ordered that the order of this court dated 26 July 1958, in this proceeding, ratifying and confirming the report of sale herein and it is hereby rescinded

FILED

1958 SEP 24 PM 3:09

17

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No. 12 12, Folio 207
	*	Case No. 12,648

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

STATEMENT OF MORTGAGE DEBT

State of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from James E. Barton and Elizabeth C. Barton, his wife, dated January 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 227 etc..

Amount of Mortgage Loan	$ 6600.00
Less Amount Paid on Account	- - - -
	$ 6600.00
Plus interest to Ocotber 27,'58	293.70
Total	$ 6893.70

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 24th day of October in the year 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

FILED
1958 OCT 25 AM 9:17

18

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

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

CERTIFICATION

The undersigned Auctioneer hereby Certifies that on this 27th day of October, 1958, he sold at public auction, for the highest price obtainable, to Frederick E Cushman + Helen A Cushman, THE following described property:

Lots numbered 22 and 23 in Section 4 of Riviera Beach, with a total frontage of about 50 feet on Carroll Road, as shown on a plat of Riviera Beach, formerly filed among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 3, folio 56 and in Plat Cabinet No. 1, Rod M, Plat 12, and now recorded in Plat Book No. 4, folio 39.

at and for the price of Eighty-Six Hundred (8600.00) Dollars.

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

WITNESS:

Betty Y. Irnes Chler

John M. Mercer
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:

Frederic E Cushman (SEAL)

Edward J Brannan

H A Cushman (SEAL)

FILED

1958 NOV -7 AM 11:20

19

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No. 17, Folio 307
	*	Case No. 12618

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 227 etc., from James E. Barton and Elizabeth C. Barton, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cuase pending, respectfully shows:

That after giving Bondwith 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 virture of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 27th day of October, 1958 at 2:30 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 Frederic E. Cushman and Helen A.Cushman, his wife, 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

FILED

1958 NOV -7 AM 11:20

20

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd. day of November in the year one thousand nine hundred fifty-eight, 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 119 PAGE 213

ORDER NISI

Edward J. Brannan, Attorney Named in Mortgage

versus

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

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,648 Equity

Ordered, this 7th day of November, 1958, That the sale of the Property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage

~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of December next.

The report states that the amount of sales ~~to be~~ was $ 8600.00

Geo. J. Cromwell Clerk.

True Copy,

TEST: Clerk.

FILED 1958 NOV 7 AM 11:20

(Final Order)

Edward J. Brannan, Attorney Named in Mortgage

versus

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

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of January, 1959 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 be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

Judge

FILED

1959 JAN -9 PM 2:32

22

Edward J. Brannan, Solicitor
541 Equitable Building,
Baltimore, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

situate on the South Side of Carroll Road between Hall Road and Main Avenue, Riviera Beach, Anne Arundel County, Maryland.

By virtue of and pursuant to the power of sale contained in the mortgage from James E. Barton and Elizabeth C. Barton, his wife to the Leeds Federal Savings and Loan Association, dated January 27, 1950 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 227 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

Mon., Oct. 27, 1958
at 2:30 o'clock P.M.

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

Lots numbered 22 and 23 in Section 4 of Riviera Beach, with a total frontage of about 50 feet on Carroll Road, as shown on a plat of Riviera Beach, formerly filed among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 3, folio 56 and in Plat Cabinet No. 1, Rod M, Plat 12, and now recorded in Plat Book No. 4, folio 39.

The aforesaid lot of ground is improved with a frame one (1) story dwelling, containing five (5) rooms, bath, 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 percentum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchaser.

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

EDWARD J. BRANNAN
Atty. Named in Mortgage
E. T. Newell & Co., Inc,
Auctioneers

LIBER 119 PAGE 214 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 15, 1958

We hereby certify, that the annexed

Mortgage Sale
James E. Barton
Folio 227 2:30 P.M.

was published in 12,648

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22th day of October, 1958. The first insertion being made the 2nd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV 17 PM 3 32

D. Tilghman

LIBER 119 PAGE 215 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. 12,648 Equity

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

Ordered this 7th day of November, 1958, That the sale of the property in these proceeding 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 15th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of December next.

The report states that the amount of sale was $8600.00

GEORGE T. CROMWELL
Clerk.

True Copy: Test:
GEORGE T. CROMWELL
Clerk.

D4

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,648
James E. Barton
, $8600.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of December, 1958. The first insertion being made the 13th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 19607 DEC 11 PM 1:23

24

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

LIBER 119 PAGE 216

IN THE CIRCUIT COURT OF Anne Arundel County

STATE OF MARYLAND

Edward J. Brannan, Attorney,
Named in Mortgage

Vs.

James E. Barton and
Elizabeth C. Barton

LIBER 9 PAGE 502

BOND OF Attorney

TO SELL Real Estate

No. 12,646 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Edward J. Brannan,

541 Equitable Building, Baltimore-2, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand and - 00/100 Dollars ($ 1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made 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 5th day of January , in the year of our Lord, nineteen hundred and fifty-nine

WHEREAS, the above bounden Edward J. Brannan,

by virtue of the power contained in a mortgage from James E. Barton and Elizabeth C. Barton to Leeds Federal Savings and Loan Association bearing date the 27th day of January , 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182 Folio 227 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. Holy

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By

Attorney-in-fact

Bond approved this 7th day of January 1959
George T. Cromwell Clerk

FILED

1959 JAN -7 AM 9:52

25

In the Case of

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

In the

Circuit Court

For

Anne Arundel County

No. 12,648 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

March 24, 1959

FILED
1959 MAR 28 AM 11:52

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

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	307	54	457	54
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	58	00		
Jos. C. Deegan - Sheriff's costs	1	00		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Auditor - stating this account	18	00		
			89	90
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising first sale	36	57		
Capital-Gazette Press - advertising second sale	35	67		
Capital-Gazette Press - order nisi on first sale	8	00		
Capital-Gazette Press - order nisi on second sale	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising first sale	25	00		
The Sun - advertising second sale	26	40		
U.S. Fidelity & Guaranty Co.-bond premium	26	40		
E.T. Newell & Co.,Inc. - auctioneer's fee on first sale	225	63		
E.T. Newell & Co.,Inc. -auctioneer's fee on second sale	247	00		
Marguerite E. Wolf - notary fees	3	00		
			647	67
To Leeds Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim	6,893	70		
Interest on $6,600.00 from 10/27/58 to 2/17/59 - 113 days @ 6% (Order 3/23/59)	124	30	7,018	00
To Howard M. Pumphrey, judgment creditor - this balance on account claim filed in #10,308 Law. (Order 10/28/58)	1,071	93	1,071	93
			9,285	04
Amount of judgment claim filed	6,654	99		
Cr. Amount allowed in #12,646 Equity	317	81		
	6,337	18		
Cr. Amount allowed above	1,071	93		
Balance due	5,265	25		

27

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1958						
June	9	Proceeds of First Sale	500	00		
Oct.	27	Proceeds of Second Sale	8,600	00		
		Interest on deferred payment of $8,100.00 to 2/17/59	151	20	9,251	20
		Refund 1958 State and County taxes and sanitary charges from 10/27/58 to 12/31/58	33	84	33	84
					9,285	04

ORDER NISI LIBER 119 PAGE 220

Edward J. Brennan,

Attorney named in Mortgage

VERSUS

James E. Barton

and

Elizabeth C. Barton, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,648 Equity.

ORDERED, This 28th day of March, 19 59., That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

FILED 1959 MAR 28 AM 11:52

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th 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 13 PM 3:46

Benjamin Michaelson

Judge

29

LIBER 119 PAGE 221 OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,648 Equity

EDWARD J. BRANNAN, Attorney Named in Mortgage

versus

JAMES E. BARTON and ELIZABETH C. BARTON, his wife.

Ordered, this 28th day of March, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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.

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

A-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1959

We hereby certify, that the annexed

Order Nisi - Circ. Ct. No. 12648

James E. Barton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of May, 1959. The first insertion being made the 2nd day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Annie Tate

FILED
1959 MAY -5 PM 3:42

No. M. C. 7625

30

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	Anne Arundel County
vs.	*	
James E. Barton and	*	(In Equity)
Elizabeth C. Barton, his wife	*	12,646
	*	

* * * * * * * * * *

Mr. Clerk:

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

1 - Original Mortgage from James E. Barton and Elizabeth C. Barton, his wife to the Leeds Federal Savings and Loan Association, dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 221 etc..

Edward J. Brannan

Edward J. Brannan

Attorney Named in Mortgage

FILED

1958 MAY -6 AM 11:14

Equity No. 12,646.

City-County Form.

LIBER 1182 PAGE 221

LIBER 119 PAGE 223

This Mortgage,

Made this 27th day of January, in the year one thousand, nine hundred and fifty-eight, between James E. Barton and Elizabeth C. Barton, his wife, of Anne Arundel County in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - - - - - - - - - - - - - - - - SEVEN THOUSAND ($7000.00) - - - - - - - - - - - - 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-NINE and 07/100 ($59.07) - - - - - - - - - - - - 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:

Lots numbered 13 and 14 in Section "PP" of Riviera Beach with a total frontage of about 50 feet on Chelsea Road, as shown on a plat of Riviera Beach, formerly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 63 and in Plat Cabinet No. 1, Rod 1, Plat 2 and now recorded in Plat Book No. 3, folio 18.

BEING the same lot of ground and premises which by deed dated January 25, 1958 and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Ramon T. Johnson and Shirley J. Johnson, his wife, unto James E. Barton and Elizabeth C. Barton, his wife, the Mortgagors herein.

FILED

1958 MAY -6 AM 11:14

Plaintiff's Exhibit No. 1

2.

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 the Mortgagee, its successors or assign r 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.

LIBER 119 PAGE 224 B

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan
Edward J. Brannan

James E. Barton (SEAL)
James E. Barton

Elizabeth C. Barton (SEAL)
Elizabeth C. Barton

(SEAL)

(SEAL)

LIBER 1182 PAGE 225

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of January 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared James E. Barton and Elizabeth C. Barton, his wife, the Mortgagors, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared 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 Notary Public.

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

Rec'd for record Jan 29, 1958 at 10.32 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Edward J. Brannan,
Attorney Named In Mortgage

vs.

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

Edward J. Brannan Attorney Named in Mortgage	*	In The Circuit Court
	*	for
vs.	*	Anne Arundel County
	*	Docket No. 17, Folio 306
James E. Barton and Elizabeth C. Barton, his wife	*	Case No. 12646
	*	

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the STATE OF MARYLAND, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Edward J. Brannan
Edward J. Brannan,

Attorney Named in Mortgage

Subscribed and sworn to before me

this 5th day of May, 1958.

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

FILED

1958 MAY -6 AM 11:14

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

LIBER 119 PAGE 227

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 9 PAGE 311

No. 12,646 Equity

Edward J. Brannan, Attorney named in mortgage

vs.

James E. Barton and Elizabeth C. Barton

BOND OF Foreclosure

TO SELL

Property located S/S Chelsea Road, Lots No. 13 and 14, Section PT Riviera Beach, Anne Arundel County, Maryland

KNOW ALL MEN BY THESE PRESENTS: That we,

EDWAPD J. BRANNAN

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 May , in the year of our Lord, nineteen hundred and fifty-eight.

WHEREAS, the above bounden

EDWARD J. BRANNAN

by virtue of the power contained in a mortgage from James E. Barton and Elizabeth C. Barton to Leeds Federal Savings and Loan Association bearing date the 27th day of January , 19 58 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1182 Folio 221 and

EDWARD J. BRANNAN

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

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

EDWARD J. BRANNAN

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

Signed, sealed and delivered May 23, 1958.

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

Edward J. Brannan (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By A. M. Dawson

Attorney-in-fact

Bond Approved this 31st day of May, 1958.

George T. Cromwell

FILED

1958 MAY 31 AM 9:39

Edward J. Brannan,
Attorney Named in Mortgage

vs.

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

* IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Docket No._____, Folio_____

Case No. 12,646 Equity

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from James E. Barton and Elizabeth C. Barton, his wife, dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 221 etc..

Amount of Mortgage Loan	$ 7000.00
Less Amount Paid on Account	- - - -
	$ 7000.00
Plus interest to June 10,1958	151.70
Total	$ 7151.70

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

WITNESS my hand and Notarial Seal.

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

FILED

1958 JUN -4 AM 10:12

8

LIBER 119 PAGE 229 OFF : OF

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

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

SITUATE ON SOUTH SIDE OF CHELSEA ROAD BETWEEN MAIN AVENUE AND CREEK ROAD, RIVIERA BEACH, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of and pursuant to the power of sale contained in the mortgage from James E. Barton and Elizabeth C. Barton, his wife, to the Leeds Federal Savings and Loan Association, dated January 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 221, etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Monday, June 9, 1958
at 2 o'clock P.M.

All that fee simply property situate in Anne Arundel County, State of Maryland, and described as follows:

Lots numbered 13 and 14 in Section "PP" of Riviera Beach with a total frontage of about 50 feet on Chelsea Road, as shown on a plat of Riviera Beach, formerly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 63 and in Plat Cabinet No. 1, Rod 1, Plat 2 and now recorded in Plat Book No. 3, folio 18.

The aforesaid lot of ground is improved with a frame one (1) story dwelling containing four (4) rooms, bath, 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 percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchaser.

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

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

M-22

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4, 1958

We hereby certify, that the annexed Mortgage Sale Equity 12,646 James E. Barton Chelsea Road

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marion Tate

FILED
1958 JUN 5 AM 10:08

LIBER 119 PAGE 230

Edward J. Brannan Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT OF ANNE
vs.	*	ARUNDEL COUNTY
	*	
James E. Barton and Elizabeth C. Barton, his wife	*	IN EQUITY No. 12,646 Equity

* * * * * * * * * * *

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 9th day of June, 1958, he sold at public auction, for the highest price obtainable, to James E Barton & Elizabeth C. Barton, the following described property:

Lots numbered 13 and 14 in Section "PP" of Riviera Beach with a total frontage of about 50 feet on Chelsea Road, as shown on a plat of Riviera Beach, formerly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 63 and in Plat Cabinet No. 1, Rod 1, Plat 2 and now recorded in Plat Book No. 3, folio 18.

at and for the price of Eight Thousand Dollars.

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

WITNESS:

Betty Y. Trueschler

John M. Nauth
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 Eight Thousand Dollars ($8000.00).

WITNESS the hands and seals of the said purchasers.

Witness:

Edward J Brannan

James E. Barton (SEAL)

Elizabeth C. Barton Per J E B (SEAL)

FILED

1958 JUN 12 AM 9:33

10

LIBER 119 PAGE 231

Edward J. Brannan
Attorney Named in Mortgage

vs.

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

* IN THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* Docket No. 17, Folio 306

* Case No. 12,646 Equity

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 221 etc., from James E. Barton and Elizabeth C. Barton, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place and manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, preceding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 9th day of June, 1958 at 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 James E. Barton and Elizabeth C. Barton, his wife, at and for the sum of Eight Thousand Dollars ($8,000.00), which said price was the highest amount bid for the property

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage.

FILED

1958 JUN 12 AM 9:33

//

ORDER NISI

LIBER 119 PAGE 232

Edward J. Brannan

Attorney Named in Mortgage

versus

James E. Barton and

Elizabeth C. Barton, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,646 Equity

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

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

The report states that the amount of sale was $8,000.00

FILED 1958 JUN 12 AM 9:33

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Edward J. Brannan

Attorney Named in Mortgage

versus

James E. Barton and

Elizabeth C. Barton, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th 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.

Matthew S. Evans

Judge

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

LIBER 119 PAGE 233 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. 12,646 Equity

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

Ordered, this 12th day of June, 1958: That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

The report states that the amount of sale was $8,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,646

Sale,

James E. Barton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of July, 1958. The first insertion being made the 19th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 4319 1958 JUL 11 PM 1:48 By A. Tilghman

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

IN THE CIRCUIT COURT OF

LIBER 119 PAGE 234

STATE OF MARYLAND

LIBER 9 PAGE 369

No. 12,646 Equity

EDWARD J. BRANNAN, Attorney named in Mortgage

.vs.

James E. Barton and Elizabeth C. Barton

Additional

BOND OF FORECLOSURE

TO SELL

Property on Southeast corner of Chelsea Road, Lots No 13 and 14, Section PT, Riviera Beach, Anne Arundel County, Maryland

KNOW ALL MEN BY THESE PRESENTS: That we,

EDWARD J. BRANNAN

as Principal , and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND AND 00/100 ---------- Dollars ($ 1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

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

WHEREAS, the above bounden

EDWARD J. BRANNAN

by virtue of the power contained in a mortgage from James E. Barton and Elizabeth C. Barton to Leeds Federal Savings and Loan Association bearing date the 27th day of January , 19 58 and recorded among the Land Records of Anne Arundel County in Liber ~~1182~~ G. T. C. No. 1182 Folio 221 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 A. M. Brannan

Attorney-in-fact

FILED

1958 JUL 26 AM 11:20

Approved this 26 July, 1958.
George T. Crownfield, Clerk

14

Edward J. Brannan Attorney Named in Mortgage	*	In The Circuit Court for Anne Arundel County
	*	(In Equity)
vs.		
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No. 17, Folio 306
		Case No. 12,646

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

PETITION

To The Honorable, The Judge of Said Court:

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

I

That on the 27th day of January, 1958 the defendants executed and delivered to the Leeds Federal Savings and Loan Association a mortgage in the principal sum of Seven Thousand Dollars ($7,000.00) on the Fee Simple Property situate on the south side of Chelsea Road, 3rd. Election District of Anne Arundel County and known as Lots numbered 13 and 14 in Section "PP" as shown on the Plat of Riviera Beach recorded in Plat Book No. 3, folio 18.

II

That your Petitioner 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 after filing his approved bond and after giving the required notice of the time, place, manner and terms of sale, did sell on or about Monday, June 9, 1958 at 2:0'Clock P.M., the mortgaged premises unto James E. Barton and Elizabeth C. Barton, his wife, who are the original Mortgagors.

III

That the said sale has been duly reported to and ratified by this Court, as by said report and proceedings therein now remaining in this Court will appear.

IV

That the aforesaid purchasers have refused to pay the balance of the purchase money due under the terms of the sale so as to consumate the transaction, although they have been notified by your Petitioner and their Attorney,

FILED

1958 SEP 24 AM 11:05

15

Walter B. R. Wright, Jr., Esq., of the ratification of said sale and that these proceedings would be instituted in the event of their failure to promptly pay the balance of the purchase money.

Wherefore your Petitioner prays this Honorable Court to pass an Order authorizing and empowering him to resell the fee simple property mentioned in these proceedings, at the risk of the Mortgagors, in the manner described in said mortgage.

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 23rd day of September, 1958, 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 knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

16

Edward J. Brannan Attorney Named in Mortgage	*	In The Circuit Court for Anne Arundel County (In Equity)
vs.	*	Docket No._____, folio_____
James E. Barton and Elizabeth C. Barton, his wife	*	Case No. 12,646

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

ORDER

Upon the foregoing Petition and Affidavit, it is this 24th day of September, 1958

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, that Edward J. Brannan, Attorney Named in Mortgage be and he is hereby authorized to re-sell the fee simple property mentioned in these proceedings, at the risk of James E. Barton and Elizabeth C. Barton, his wife, Mortgagors, in the manner described in said mortgage, provided a copy of this order and petition is sent by registered mail return receipt requested to the the mortgagors, within ten days from the date hereof.

Matthew S. Evans
Judge.

It is further ordered that the order of this court dated 26 July 1958 ~~nisi~~ these proceedings, ratifying and confirming the report of sale be and it is hereby rescinded

FILED

1958 SEP 24 PM 3:09

17

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.		
	*	ANNE ARUNDEL COUNTY
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No. 17, Folio 306 Case No. 12646

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from James E. Barton and Elizabeth C. Barton, his wife, dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 221 etc..

Amount of Mortgage Loan	$ 7,000.00
Less Amount Paid on Account	- - - -
	$ 7,000.00
Plus interest to 10/27/58	311.59
Total	7, 311.59
Less Expense Account	13.35
	7, 298.24

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

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 24th day of October in the year 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

FILED

1958 OCT 25 AM 9:17

18

LIBER 119 PAGE 239

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

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 27th day of October, 1958, he sold at public auction, for the highest price obtainable, to Frederic E. and Helen A. Cushman, the following described property:

Lots numbered 13 and 14 Section "PP" of Riviera Beach with atotal frontage of about 50 feet on Chelsea Road, as shown on a plat of Riviera Beach, formerly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 63 and in Plat Cabinet No. 1, Rod 1, Plat 2 and now recorded in Plat Book No. 3, folio 18.

at and for the price of Eighty-two Hundred Sixty-five Dollars.

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

WITNESS:

Betty Z. Ruechler

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 Two Hundred Sixty-five Dollars ($8265.00).

WITNESS the hands and seals of the said purchasers.

Witness:

Frederic E. Cushman (SEAL)

Edward J. Brannan

H. A. Cushman (SEAL)

FILED

1958 NOV -7 AM 11:20

19

LIBER 119 PAGE 240

EDWARD J. BRANNAN Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	
James E. Barton and Elizabeth C. Barton, his wife	*	Docket No. _____, Folio _____
	*	Case No. 12646

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 221 etc., from James E. Barton and Elizabeth C. Barton, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of Sale, Edward J. Brannan under and by virtue of the poer and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 27th day of October, 1958 at 2:00 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 Frederic E. Cushman and Helen A. Cushman, his wife, at and for the sum of Eighty-Two Hundred Sixty-Five Dollars ($8265.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage

FILED

1958 NOV -7 AM 11:20

20

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd. day of November 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 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.

21

LIBER 119 PAGE 242

ORDER NISI

Edward J. Brannan, Attorney Named in Mortgage

versus

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

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,646 Equity

Ordered, this 7th day of November, 19 58, 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 15th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of December next.

The report states that the amount of sales was $ 8265.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 NOV 7 AM 11:20

TEST: Clerk.

(Final Order)

Edward J. Brannan, Attorney Named in Mortgage

versus

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

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of January, 1959 Finally 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.

Matthew S. Evans

Judge

FILED

1959 JAN -9 PM 2:32

22

Edward J. Brannan, Solicitor
541 Equitable Building
Baltimore, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

situate on the South side of Chelsea Road between Main Avenue and Creek Road, Riviera Beach, Anne Arundel County, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from James E. Barton and Elizabeth C. Barton, his wife, to the Leeds Federal Savings and Loan Association, dated January 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 221 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

Mon., Oct. 27, 1958
at 2 o'clock P.M.

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

Lots numbered 13 and 14 in Section "PP" of Riviera Beach with a total frontage of about 50 feet on Chelsea Road, as shown on a plat of Riviera Beach, formerly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 63 and in Plat Cabinet No. 1, Rod 1, Plat 2 and now recorded in Plat Book No. 3, folio 18.

The aforesaid lot of ground is improved with a frame one (1) story dwelling containing four (4) rooms, bath, 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 percentum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchaser.

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

EDWARD J. BRANNAN
Attorney Named In Mortgage
E. T. Newell & Co., Inc.,
Auctioneers

O-16

LIBER 119 PAGE 243 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 15, 1958

We hereby certify, that the annexed

Mortgage Sale

James E. Barton

Folio 221 - 2 P.M.

12.646

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of October, 1958. The first insertion being made the 2nd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV 17 PM 3:32

By H. Tilghman

LIBER 119 PAGE 244 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. 12,646 Equity
EDWARD J. BRANNAN, Attorney Named in Mortgage
Versus
JAMES E. BARTON and ELIZABETH C. BARTON, his wife

Ordered, this 7th day of November, 1958. That the sale of the Property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of December next.

The report states that the amount of sale was $8265.00

GEORGE T. CROMWELL
Clerk,

True Copy: Test::
GEORGE T. CROMWELL
Clerk,
D-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 12,646 James E. Barton $8265.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of December, 1958. The first insertion being made the 13th day of November, 1958

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 167 1958 DEC 11 PM 1:22

By Hazel Tilghman

24.

Judicial 13—Maryland—Mortgagee's or A[illegible]ey's Bond (1-55) ⊙

LIBER 119 PAGE 245

IN THE CIRCUIT COURT OF Anne Arundel County

STATE OF MARYLAND

LIBER 9 PAGE 501

Edward J. Brannan, Attorney,
Named in Mortgage

Vs.

James E. Barton and
Elizabeth C. Barton

BOND OF Attorney

TO SELL Real Estate

No. 12,645 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Edward J. Brannan,

541 Equitable Building, Baltimore-2, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Hundred and -00/100 Dollars ($ 300.00), 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 5th day of January, in the year of our Lord, nineteen hundred and fifty-nine

WHEREAS, the above bounden Edward J. Brannan,

by virtue of the power contained in a mortgage from James E. Barton and Elizabeth C. Barton to Leeds Federal Savings and Loan Association bearing date the 27th day of January, 19 58 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182 Folio 221 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)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By [signature]

Attorney-in-fact

Bond approved this 7th day of January 1959
George T. Cromwell Clerk

FILED

1959 JAN -7 AM 9:52

25

In the Case of

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

In the

Circuit Court

For

Anne Arundel County

No. 12,646 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.

March 24, 1959

FILED

1959 MAR 28 AM 11:52

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

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	297	30	447	30
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	58	00		
Jos. C. Deegan - Sheriff's costs	1	00		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Auditor - stating this account	18	00	89	90
To Attorney for Expenses, viz:				
Capital-Gazette Press -advertising first sale	35	67		
Capital-Gazette Press - advertising second sale	33	75		
Capital-Gazette Press - order nisi on first sale	8	00		
Capital-Gazette Press - order nisi on second sale	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising first sale	25	00		
The Sun - advertising second sale	25	70		
U.S. Fidelity & Guaranty Co.-bond premium	28	00		
E.T. Newell & Co., Inc.-auctioneer's fee on first sale	235	00		
E.T. Newell & Co., Inc.-auctioneer's fee on second sale	240	30		
Marguerite E. Wolf - notary fees	3	00	648	42
To Leeds Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim	7,298	24		
Interest on $7,000.00 from 10/27/58 to 2/17/59 - 113 days @ 6% (Order 3/23/59)	131	83	7,430	07
To Howard M. Pumphrey, judgment creditor- this balance on account claim filed in #10,308 Law (Order 10/28/58)	317	81	317	81
			8,933	50
Amount of judgment claim filed	6,654	99		
Cr. Amount allowed above	317	81		
Balance due	6,337	18		

27

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

1958						
June	9	Proceeds of First Sale	500	00		
Oct.	27	Proceeds of Second Sale	8,265	00		
		Interest on deferred payment of $7,765.00 to 2/17/59	144	93	8,909	93
		Refund 1958 State and County taxes and sanitary charges	23	57	23	57
					8,933	50

LIBER 119 PAGE 249

ORDER NISI

Edward J. Brannan,

Attorney named in Mortgage

VERSUS

James E. Barton

and

Elizabeth C. Barton, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,646 Equity.

ORDERED, This 28th day of March, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

FILED
1959 MAR 28 AM 11:52

George T. Crommell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th 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 13 PM 3:45

Benjamin Michaelson
Judge

LIBER 119 PAGE 250 OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1959

We hereby certify, that the annexed

Order Nisi - Circuit Court No. 12646

James E. Barton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of May, 1959. The first insertion being made the 2nd day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Rosie Sater

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,646 Equity

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

Ordered, this 28th day of March, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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.

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

FILED
MAY -5 PM 3:42

No. M. G. 7026 1959

30

METROPOLITAN LIFE INSURANCE COMPANY :
1 Madison Avenue
New York 10, New York
Plaintiff

vs.

ASHEL E. BROWNING - C.W.O. :
9504 20E 501st. Pas. Com Wing
A.P.O. 65 c/o P.M., New York, N.Y.
and
MARY R. BROWNING, his wife
last known address: 103 Buena Vista Avenue :
Anne Arundel County, Maryland
Defendants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

No. 13,151 Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Metropolitan Life Insurance Company, by John J. Neubauer, its Attorney, respectfully represents unto your Honors:

1. That Ashel E. Browning and Mary R. Browning, his wife, the above named Defendants, did grant and convey by way of mortgage unto Baltimore Federal Savings and Loan Association on November 30, 1953, all that lot or parcel of ground described in said mortgage and known as Lot No. 93 on the Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6, and the improvements thereon being known as No. 103 Buena Vista Avenue, Anne Arundel County, Maryland; said mortgage being recorded among the Land Records in Anne Arundel County in Liber J.H.H. No. 799, folio 559 and, by assignment dated April 30, 1954 and recorded among the said Land Records in Liber J.H.H. No. 799, folio 563, was transferred and assigned to Metropolitan Life Insurance Company. Said original mortgage and the assignment thereof are filed herewith and prayed to be taken as a part of these proceedings and are marked "Petitioner's Exhibit No. 1".

2. That under the provisions of said mortgage, the Defendants herein assented to the passage of a decree for foreclosure in the event of default and the Defendants are now in default in the making of the monthly installments of principal and interest, together with a proportionate amount of taxes, ground rent, fire and other hazard insurance premiums, beginning February 1, (1954) 1959, and subsequent thereto, and that under the terms of said mortgage the entire unpaid principal balance is now due and payable.

FILED
1959 APR -2 AM 10:21

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

3. That the Plaintiff herein has made repeated demands upon the Defendants for payment of the overdue monthly installments but the Defendants herein have failed and refused to make said payments and that the said Defendants, by letter dated November 20, 1958 forwarded the keys to the premises to Weaver Bros. Inc. of Maryland, acting as agent for the Plaintiff, and Ashel E. Browning informed the agent for the Plaintiff that he was unable to continue the monthly payments. That payments for the months of December, 1958 and January, 1959 were not made by the Defendants herein but were advanced by Bosse Bros. Realty Company, acting as agent for the Defendants, as will more fully appear from photographic copies of the letter of Ashel E. Browning, dated November 20, 1958, and of the letter dated November 3, 1958 from Bosse Bros. Realty Company to the said Ashel E. Browning, which are attached hereto and made a part of this Petition and marked "Petitioner's Exhibits Nos. 2 and 3."

4. That the aforesaid mortgage has been guaranteed as to payment of principal and interest by Veterans Administration and all notices of default and intention to foreclose the aforesaid mortgage have been given by the Plaintiff to said Veterans Administration and the property is now eligible for foreclosure under the Rules and Regulations of Veterans Administration and in conformity with the guarantee of said Administration for payment of the principal and interest now overdue and unpaid under said mortgage.

5. That Ashel E. Browning is a Warrant Officer in the United States Air Force as of the date of this petition and that he was a member of the Armed Forces at the time the mortgage was made in 1953. Said Ashel E. Browning is entitled to the benefits of the Soldiers and Sailors Relief Act and your Petitioner is precluded from securing the passage of the decree for sale of the mortgaged property, in accordance with the terms of said mortgage, unless such decree is approved by and signed by this Honorable Court. That your Petitioner files herewith a Military Affidavit which is marked "Petitioner's Exhibit No. 4" and prays to be taken as a part hereof.

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

6. That Article 87A of the Annotated Code of Maryland (1951 Supplement) "Soldiers and Sailors Civil Relief Act" and an Act of Congress known as the "Soldiers and Sailors Civil Relief Act of 1940, as amended", U.S. Code titled #50, requires consideration and authorization by this Honorable Court for passage of the decree for sale of the aforesaid property in accordance with the terms of said mortgage.

7. That the aggregate of the overdue and unpaid monthly installments on account of principal and interest is Two Hundred Twenty-nine and 50/100 Dollars ($229.50) and the amount accrued on account of taxes, ground rent, fire and other hazard insurance is Three and 50/100 Dollars ($3.50), after payment of the 1959 taxes, payable to the State of Maryland and Anne Arundel County, which amount to One Hundred Thirty-one and 36/100 Dollars ($131.36). The ground rent due March 18, 1959 in the amount of Forty-two and 00/100 Dollars ($42.00) was paid on March 12, 1959.

8. That the regular monthly payment, including principal and interest, taxes and other municipal liens, ground rent and fire and other hazard insurance premiums, is approximately Eighty-five and 00/100 Dollars ($85.00).

9. That the Defendants have abandoned the property since the last of November, 1958 and your Petitioner has heretofore winterized the property to prevent waste and loss or damage from freezing weather and has secured the premises to avoid vandalism.

WHEREFORE, your Petitioner prays that a decree may be passed for the sale of the mortgaged premises, in accordance with the terms of said mortgage, and that an Order be passed appointing an attorney to represent the Defendants in these proceedings if, in the opinion of this Honorable Court, such representation is neeessary in this case and, if this Court should determine that the appointment of counsel for the Defendants is necessary, then such Order of Court as may be passed may require the Defendants to show cause why said decree for the foreclosure of said property should not be passed and for this Honorable Court to grant such other or further relief as this cause may require.

AND, as in duty bound, etc.

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

John J. Neubauer, Attorney for
Metropolitan Life Insurance Company

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st day of April, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WM. MURRAY WHITE, Assistant Secretary of [redacted] WEAVER BROS. INC. OF MARYLAND, Agent for Metropolitan Life Insurance Company, the above named Petitioner, and he made oath in due form of law that the matters and facts contained in the foregoing Petition are true.

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

JOHN J. NEUBAUER Notary Public

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

ORDER OF COURT

IT IS ORDERED, this 2d day of April, 1959, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, that John H. Hopkins, IV, be, and he is hereby, appointed as attorney to represent Ashel E. Browning and Mary R. Browning, his wife, the Defendants herein, and it is further ordered and decreed that a decree shall be passed for the sale of the property described in the foregoing Petition, in accordance with the terms of the mortgage filed in these proceedings, unless cause to the contrary be shown on or before the 16th day of MAY, 1959, provided, a copy of this Petition and Order is served on the Defendants or on John H Hopkins, IV, Attorney for the Defendants, on or before the 18th day of April, 1959.

Benjamin Michaelson
Judge

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

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1959 APR -2 PM 3:53

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METROPOLITAN LIFE INSURANCE COMPANY :
1 Madison Avenue, New York 10, N.Y.
Plaintiff :

vs.

ASHEL E. BROWNING and :
MARY R. BROWNING, his wife
Defendants :

LIBER 119 PAGE 256

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

PETITIONER'S EXHIBIT No. 2

20 November 1958

No. 13,151 Equity

Weaver Brothers Inc
100 St Paul Street
Baltimore 2, Maryland

Attention: Mr Wm Murray White

My dear sir:

I am enclosing payment certificates, keys etc to the property located at 103 Buena Vista Avenue, Belvedere Hts, Arnold, Maryland. Due to the circumstances I am unable to continue the monthly payments for this property and therefore admit the mortgage into default.

The mortgage has been paid to include November 1958.

I am inclosing a letter from Bosse Bros Realty Company wherein it is claimed that I own them $150.00 for mortage payments for September & Oct 1958. I made these payments direct to you and therefore Mr Bosse is entitled to a refund if he did in fact make the payments to you - This as you can see was a duplication of payments.

Thanks for everything, and I am sorry to be of trouble to you.

Sincerely,

Ashel E. Browning

ASHEL E. BROWNING

FILED

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Bosse Bros. REALTY CO.

100 CRAIN HIGHWAY, S. W.

GLEN BURNIE, MD.

November 3, 1953

No. 13,151 Equity

Ashel E. Browning, CWO USAF
9504202
HQ. 501 Tactical Control Flag
APO # 12
New York, N.Y.

Dear Mr. Browning,

I am writing with regard to your letter dated October 27, 1953. I answered your letter dated October 16th. and assume you will have received it by now.

I am enclosing your key and payment book as you requested in your letter.

There is however, a matter of One Hundred Fifty ($150.00) Dollars for payments I made to Beaver Brothers for the months of September and October. Please send me a check in this amount to balance the account.

Sincerely,

Raymond E. Bosse

REB:ich
Enc.

METROPOLITAN LIFE INSURANCE COMPANY :
1 Madison Avenue, New York 10, N.Y. IN THE CIRCUIT COURT FOR
Plaintiff
vs. : ANNE ARUNDEL COUNTY

ASHEL E. BROWNING and
MARY R. BROWNING, his wife :
Defendants

PETITIONER'S EXHIBIT NO. 3

FILED

1959 APR -2 AM 10:21

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

LIBER 119 PAGE 258
LIBER 799 PAGE 559

16697

MARYLAND

REVIEWED BY TAX DIVISION
MORTGAGE INVESTMENTS

MORTGAGE

No. 13,151 Equity

THIS MORTGAGE, made this 30th day of November, A. D. 19 53, by and between ASHEL E. BROWNING and MARY R. BROWNING, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-SEVEN HUNDRED AND No/100ths Dollars ($ 9700.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 92/100ths Dollars ($ 53.92), commencing on the first day of December, 19 53, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 19 78. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING FOR THE SAME and being known as Lot No. 93 on Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the within named Mortgagors.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the foregoing mortgage and the debt thereby secured without recourse, to METROPOLITAN LIFE INSURANCE COMPANY, NEW YORK, NEW YORK, this 30th day of April, 19[illegible].

AS WITNESS: the signature of the said body corporate by the hand of Joseph M. Hisley its Vice President, and its corporate seal hereto affixed.

ATTEST:

Joseph R. Schneider, Secretary

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By Joseph M. Hisley Vice President

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue, New York 10, N.Y.
Plaintiff

vs.

ASHEL E. BROWNING and
MARY R. BROWNING, his wife
Defendants

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

PETITIONER'S EXHIBIT NO. 1

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

16—40320-6

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 18th days of March and September in each and every year.

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

16—49690-3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIBER 1119 PAGE 261

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

Witness:

John R. Holland, Jr. [SEAL]
JOHN R. HOLLAND, JR.

Ashel E. Browning [SEAL]
Ashel E. Browning

Mary R. Browning [SEAL]
Mary R. Browning

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

LIBER 799 PAGE 563

I HEREBY CERTIFY, That on this 30th day of November, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ASHEL E. BROWNING and MARY R. BROWNING, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

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

Recorded: December 2, 1953 at 10.50 A.M.

MLIFG 107850

Application No. 31888
Written by J.M.
Approved by
Ready for Record
Examiner

SHORT ASSIGNMENT
OF MORTGAGE

FROM

[illegible] FEDERAL SAVINGS AND LOAN ASSOCIATION

TO

[illegible] LIFE INSURANCE COMPANY, NEW YORK, NEW YORK

[illegible] YORK

Received for Record 4 May, 1954
at 2.50 o'clock P. M. Same day
recorded in Liber MHMcK No. J.H.H. 799
folio 563 etc., one of the
Records of Baltimore City and examined.
Anne Arundel County
JOHN H. HOPKINS, 3rd
Clerk.

Watters & Caldwell
511 Fid. Bldg.
Balto 1, Md.
10-52

Paid

LIBER 119 PAGE 262

Milita[illegible] Affidavit under Soldiers' and Sa[illegible]rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

PETITIONER'S EXHIBIT NO. 4

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

vs.

ASHEL E. BROWNING-C.W.O.
9504 20E 501st Pas. Com Wing
A.P.O. 65 c/o P.M., New York, N.Y.
and
MARY R. BROWNING, his wife
last known address: 103 Buena Vista Avenue-Anne Arundel County, Md.
Defendants

IN THE

CIRCUIT COURT [redacted]

OF

[redacted]
ANNE ARUNDEL COUNTY

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

Case No. 13,151 Equity

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared JOHN J. NEUBAUER

and made oath in due form of law that he ([redacted] knows the defendant herein, and that to the best of his ([redacted]) information, knowledge and belief

(1) said defendant is [redacted] 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,

[redacted]

(4) said defendant is [redacted] a member of the Enlisted Reserve Corps who has been ordered to report for military service.

John J. Neubauer, *Affiant.*

Subscribed and sworn to before me
this 1st day of April 19 59.

Notary Public

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METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

ASHEL E. BROWNING-C.W.O.
9504 20E 501st. Pas. Com Wing
A.P.O. 65 c/o P.M., New York, N.Y.
and
MARY R. BROWNING, his wife
~~last known address: 103 Buena Vista Rd.~~
Anne Arundel County, Maryland
Defendants

IN THE

Circuit Court for ANNE ARUNDEL COUNTY

IN EQUITY.

No. 13151

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York

under the mortgage from Ashel E. Browning and Mary R. Browning, his wife, to Baltimore Federal Savings and Loan Association, a body corporate under the Laws of the United States of America, dated the 30th day of November, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 799 Folio 559, and short assigned on April 30, 1954 to Metropolitan Life Insurance Company.

Principal amount of mortgage	$ 9700.00
Less payments made on account	1222.11
Balance on principal	$ 8477.89
LESS:	
Credit in expense account	3.50
Net balance on account of principal	$ 8474.39
Interest to April 15, 1959	111.22
Balance due on principal and interest	$ 8585.61

Daily interest is $1.06

METROPOLITAN LIFE INSURANCE COMPANY

BY: L G Gillam
L G GILLAM THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 7th day of April in the year nineteen hundred and fifty-nine, before me, the subscriber a Notary Public of the State of New York, in and for said County of New York, personally appeared L G GILLAM, THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY

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

AS WITNESS, my hand and notarial seal.

S. Frank Clouting
Notary Public

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0667700
Qualified in New York County
Commission Expires March 30, 1961

FILED
1959 APR 10 AM 9:21

13

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	
ASHEL E. BROWNING - C.W.O. 9504 20E 501st. Pas. Com. Wing A.P.O. 65 c/o P.M., New York, N.Y. and MARY R. BROWNING, his wife last known address: 103 Buena Vista Avenue Anne Arundel County, Maryland	*	ANNE ARUNDEL COUNTY NO. 13,151, EQUITY

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

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Ashel E. Browning and Mary R. Browning, his wife, by John H. Hopkins, IV, their Attorney in this cause, respectfully represents:

1. That he was appointed by this Honorable Court on April 2, 1959, to represent the said Defendants.

2. That he advised the Defendants of these proceedings by letters sent by certified mail dated April 8, 1959, as shown by copies of said letters, certified receipts and return receipts attached herete.

3. That the Defendant, Ashel E. Browning, answered the aforesaid letter; and attached hereto is said letter and exhibits indicating he has no defense against the foreclosure suit.

4. That the said Defendants submit their rights to the decision of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV
Attorney for Defendants
15 School Street
Annapolis, Maryland

I HEREBY CERTIFY, that I have this 20th day of April, 1959, mailed a copy of the above Answer to John J. Neubauer, Esquire, Attorney for Metropolitan Life Insurance Company, Keyser Building, Baltimore 2, Maryland.

John H. Hopkins, IV
Attorney for Defendants

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1959 APR 21 AM 9:38

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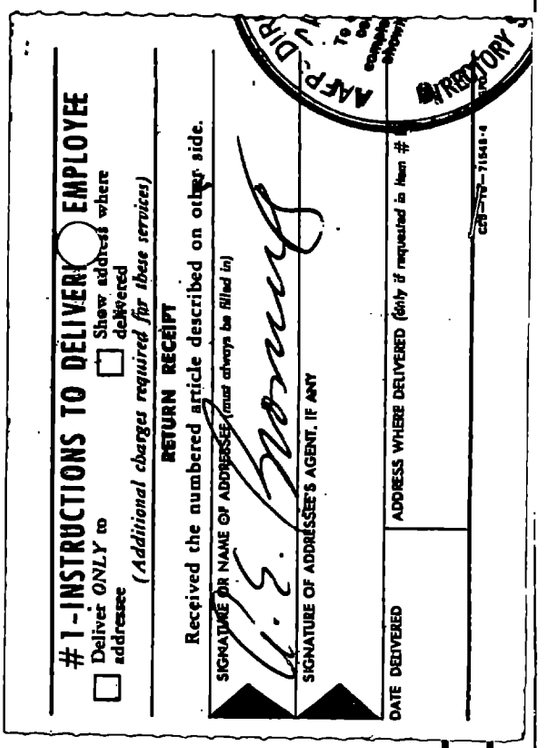
LIBER 119 PAGE 265

JOHN H. HOPKINS IV
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.
COLONIAL 3-3551

April 8, 1959

CERTIFIED MAIL - RETURN RECEIPT REQUESTED



Ashel E. Browning - C.W.O.
9504 20E 501st. Pas. Com. Wing
A. P. O. 65
c/o P. M.
New York, New York

Re: 103 Buena Vista Avenue, Anne Arundel County, Maryland

Dear Mr. Browning:

I have been appointed by the Circuit Court for Anne Arundel County, under the provisions of the "Soldiers and Sailors Civil Relief Act," to represent you in certain mortgage foreclosure proceedings wherein Metropolitan Life Insurance Company, as Plaintiff, is foreclosing certain mortgaged property owned by you and your wife at No. 103 Buena Vista Avenue, Belvedere Heights, Anne Arundel County, Maryland.

According to the Petition of the Plaintiff, there was as of April 1, 1959, a total amount of overdue and unpaid installments and charges on your mortgage of $233.00. The Petitioner requests authority to continue the foreclosure proceedings.

In order that I may properly represent you in this matter, I would appreciate your immediately advising me on receipt of this letter if you have a defense to this suit and if you wish to contest the foreclosure proceedings. This is necessary in order that I may properly know how to answer the Petition for foreclosure on your behalf.

Awaiting your prompt reply, I remain,

Very truly yours,

John H. Hopkins, IV

JHIIV:ms

15

No. 794476

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Ashel E. Browning - C.W.O.
STREET AND NO.: 9504 20E 501st Pas. Com. Wing, A.P.O. 65, c/o P.M.
CITY AND STATE: New York, New XYork

If you want a return receipt, check which
[X] 10¢ shows to whom and when delivered
[ ] 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here
[ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE: ANNAPOLIS APR 8 1959 MD

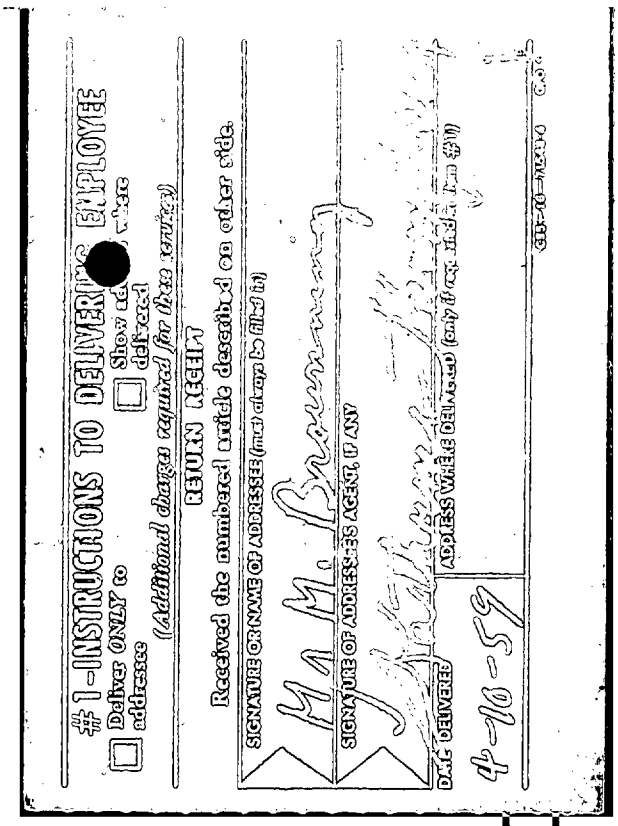
POD Form 3800
Jul 1957

SEE OTHER SIDE

LIBER 119 PAGE 266

JOHN H. HOPKINS IV
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.
COLONIAL 3-3551

April 8, 1959



CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mrs. Mary R. Browning
103 Buena Vista Avenue
Belvedere Heights
Arnold, Maryland

Re: 103 Buena Vista Avenue, Anne Arundel County, Maryland

Dear Mrs. Browning:

I have been appointed by the Circuit Court for Anne Arundel County, under the provisions of the "Soldiers and Sailors Civil Relief Act," to represent you in certain mortgage foreclosure proceedings wherein Metropolitan Life Insurance Company, as Plaintiff, is foreclosing certain mortgaged property owned by you and your husband at No. 103 Buena Vista Avenue, Belvedere Heights, Anne Arundel County, Maryland.

According to the Petition of the Plaintiff, there was as of April 1, 1959, a total amount of overdue and unpaid installments and charges on your mortgage of $233.00. The Petitioner requests authority to continue the foreclosure proceedings.

In order that I may properly represent you in this matter, I would appreciate your immediately advising me on receipt of this letter if you have a defense to this suit and if you wish to contest the foreclosure proceedings. This is necessary in order that I may properly know how to answer the Petition for foreclosure on your behalf.

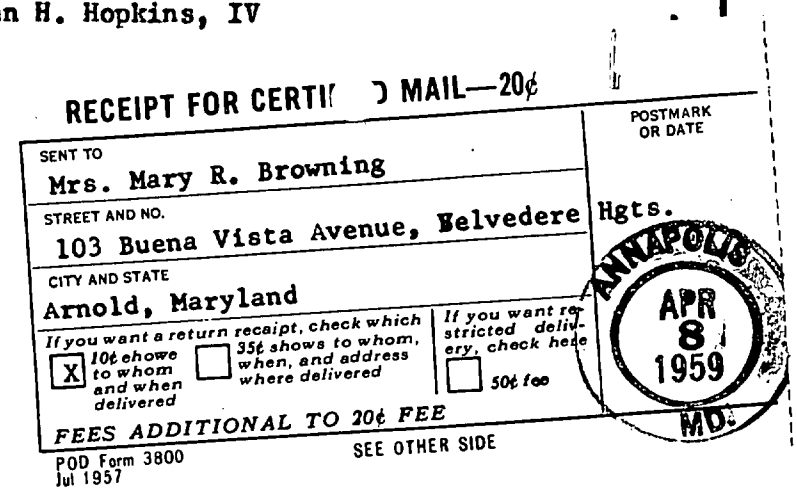
Awaiting your prompt reply, I remain,

Very truly yours,

John H. Hopkins, IV

JHHIV:ms

16



15 April 1959

Mr John H. Hopkine IV, Esq
Haye Building
Annapolis, Maryland

My dear eir:

I have your letter of 8 April 1959, in regard to foreclosure proceding againet the property at 103 Buena Vieta Avenue, Anne Arundel County Maryland, and will haeten to reply ae requested.

(1). I have no defense against the forclosure as outlined in your letter but deeire that the following facts be brought to the attention of the Court.

a. Thie property wae turned back to the mortage company on 20 November 1958 with the MORTAGE PAID TO INCLUDE DECEMBER 1958 (See attachment No 1)

b. Thie property was sold through Weaver Bros of Baltimore and Bosee Broe of Glen Burnie Maryland but the eale was never finalized due to these two mentioned organizations letting the furnance be damaged through freezing. (See attachent No 2 & 3) The deed was eigned by my wife and I and forwarded to Baltimore.

c. I paid the mortage when the house was vacent, however the Real Estate Company that had veen receiving a commiseion on the rent for adminietering the account did not TAKE CARE OF THE PROPERTY AS THEY WERE MORALLY OBLIGATED TO DO. (See attachment 4) Bosse Bros Realty Company would not anewer my enquiry re thie property (see attachment 5)

d. I ehall not bore you with further details. I request that the foregoing be brought to the attention of the court to ehow that I acted in good faith and would have continued to make the paymente ae they became due but wae unable to get a reliable Real Eetate Company to administer the account. As you know my family and I were overeeas (Germany) during the periode indicated above.

Sincerely,

A. E. Browning

A. E. Browning

Ehclosures.

17

20 November 1958

Weaver Brothers Inc
100 St Paul Street
Baltimore 2, Maryland

Attention: Mr Wm Murray White

My dear sir:

I am enclosing payment certificates, keys etc to the property located at 103 Buena Vista Avenue, Belvedere Hts, Arnold, Maryland. Due to the circumstances I am unable to continue the monthly payments for this property and therefore admit the mortage into default.

The mortage has been paid to include November 1958.

I am incloisng a letter from Bosse Bros Realty Company wherein it is claimed that I own them $150.00 for mortage payments for September & Oct 1958. I Made pay these payments direct to you and therefore Mr Bosse is entitled to a refund if he did in fact make the payments to you - This as you can see was a duplication of payments.

Thanks for everything, and I am sorry to be of trouble to you.

Sincerely,

ASHEL E. BROWNING

Incl

18

LIBER 119 PAGE 269

WEAVER BROS • INC

Realtors

MORTGAGE LOAN CORRESPONDENT METROPOLITAN LIFE INSURANCE COMPANY

BALTIMORE 2, MD.

100 ST. PAUL STREET
TELEPHONE SARATOGA 7-8181

December 9, 1958

AIR MAIL

Ashel E. Browning, CWO USAF
950420E
HQ. 501 Tactical Control Wing
APO 12
New York, New York

Dear Mr. Browning:

We received your letter containing the keys and the coupon books on your property at 103 Buena Vista Road, Arnold, Maryland, and in order to prevent a foreclosure against your name, and possible adverse effects to your Army career, we communicated with Bosse Bros. and apprised them of the situation. They agreed to cooperate in trying to find a purchaser for your property, and which incidently had been vandalized within the past several weeks, and they were able to secure a purchaser willing to take over the loan subject to your mortgage as it now stands.

In a few days you will undoubtedly receive from them a deed to be executed by you and your wife, and it is our strong recommendation that you agree to the sale by signing the deed and returning it to Mr. Bosse.

In this manner, the property will be safe guarded, and foreclosure action against your name will be averted. Since time is important in this matter, we would appreciate your communicating with us immediately if you have any questions concerning the transaction. Please bear in mind that Weaver Bros. part in the sale is simply that of a third party acting as a go between you, Bosse Bros., and the purchaser.

Very truly yours,

Weaver Bros., Inc.

Wm. Murray White
Mortgage Loan Department

WMW:tsb

19 Ind.

WEAVER BROS • INC

Realtors

MORTGAGE LOAN CORRESPONDENT METROPOLITAN LIFE INSURANCE COMPANY

BALTIMORE 2, MD.

100 ST. PAUL STREET
TELEPHONE SARATOGA 7-8181

January 22, 1959

Ashel E. Browning CWO USAF
950420E
HQ. 501 Tactical Control Wing
APO 12, New York New York

Dear Mr. Browning:

We are writing to inform you that despite the efforts of Mr. Hamilton Bosse to effect a sale in eventual settlement of your property at 103 Buena Vista Avenue, Anne Arundel County, Maryland, a situation has arisen which prevents his doing so.

It is presumed by all concerned that damage occured to the plumbing and heating plant in the property prior to our being notified of its vacancy as outlined in your letter of November 20, 1958. As you know we were unaware that the property was vacant inasmuch as we had received payment both from you and Mr. Bosse, and did not know that you had changed management from Mr. Bosse to an Annapolis agent.

Since the damage involved would cost in excess of $500.00 to repair, the purchaser refuses to conclude the deal, and we have no other alternative but to proceed with foreclosure of the property.

If you have any other solutions to offer, we would appreciate hearing from you.

Very truly yours,

Weaver Bros., Inc.

Wm. Murray White
Assistant Secretary

WMW:tsb

20

LIBER 119 PAGE 271

30 September 1958

Weaver Bros Inc
100 St Paul Street
Baltimore 2 Md.
ATTN: Mr Wm Murray White

My dear sir:

I have your letter of Sept 22, 1958, which I received on the afternoon of 29 Sep 58. I shall hasten to answer your letter as I have been accused by M. Hammond E. Bosse of not answering correspondence. The facts in the case are just in reverse - I have been unable to get Bosse to answer my letters.

In a previous letter to M. Bosse (23 Sep 58) I forwarded him a check in the amount of $75.00 for September 1958 mortage payment. I am forthwith inclosing another check in the amount of $75.00 for October Payment as requested in your letter of 22 Sep 1958. I shall continue to pay the mortage to you,direct, until the realestate company (M. Bosse) and I come to some sort agreement on who is to forward the payments to you. It was my original understanding that he would accomplish this task as he received certain monies in commission for the preformance of such.

I express my most profound regret that circumstances have arisen that have tended to cast an unfavorable impression on the relationships between Weaver Bros and Myself, as I have allways considered them to be excellent.

Sincerely,

ASHEL E. BROWNING,

CUO-3, Ashel E. Browning,
Hq 501t Tac Con Wing
A PO 12, U S Forces
New York, N. Y.

21

27 October 1958

Mr Hammond E. Bosse
Bosse Bros Realty Company
100 Crain Hig hway, S. W.
Glen Burnie, Md

Dear sir,

Reference my letters of 23 September and 16 Oct 1958, neither of which has been answered.

If you are unable to rent my prope ty at 103 Beuna Vista A ve, Belvedere Heights, Arnold Mayrland, will you please send me the Keys, payment certificate etc so that I can get anbther agent to handle this property.

Request your reply as soon as possible.

Sincerely ,

ASHEL E. BROWNING, CWO USAF
950420E
Hq 501 t T ac Con Wing
APO 12,
New Y rk, N. Y.

22

LIBER 119 PAGE 273

Decree in Circuit Court for Anne Arundel County.

DOCKET ---------- FOLIO ----------

CASE NO. 13,151 Equity

FILED ----------

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

ASHEL E. BROWNING-C.W.O.
9504 20E 501st. Pas. Com Wing
A.P.O. 65 c/o P.M., New York, N.Y.
and
MARY R. BROWNING, his wife
(last known address: 103 Buena Vista Ave.,
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

TERM, 19----

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 21st day of April 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 to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and Robert J. Neubauer be and he hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1959 APR 21 PM 1:47

Benjamin Michaelson
JUDGE

23

Judicial 10—MARYLAND—TRUSTEE TO SELL ⊙ LIBER 119 PAGE 274

LIBER 9 PAGE 586

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Equity No. 13,151

Metropolitan Life Insurance Company

versus

Ashel E. Browning & Mary R. Browning, his wife

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, Baltimore, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 - Dollars ($ 10,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, 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 22nd day of April in the year of our Lord one thousand, nine hundred and fifty nine.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Metropolitan Life Insurance Company

versus

Ashel E. Browning and Mary R. Browning, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer and Robert J. Neubauer

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

Robert J. Neubauer (SEAL)
Robert J. Neubauer

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

Bond filed and approved this 24th day of April 1959
George T. Cromwell, Clerk

FILED

1959 APR 24 AM 9:41

24

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

Trustees' Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

Kown as No. 103 Buena Vista Avenue in the Third Election District of Anne Arundel County, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company vs. Ashel E. Browning and Mary R. Browning, his wife," the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

Monday, May 25, 1959 at 11:00 o'clock A. M. (Daylight Saving Time)

ALL that piece or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described as follows: BEING known and designated as Lot No. 93 on Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6. The improvements thereon being known as No. 103 Buena Vista Avenue.

SUBJECT to the payment of an annual ground rent of Eighty-four Dollars ($84.00), payable halfpyearly on the 18th days of March and September, in each and every year.

The property is further subject to the following:

(1) Covenants, conditions and restrictions set forth in a Deed from Jerome Realty Corporation to Charles E. Fennington and wife, dated August 19, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 223, folio 114.

(2) Agreement by and between Jerome Realty Corporation and the Consolidated Gas Electric Light and Power Company of Baltimore, dated January 23, 1935, and recorded among the aforesaid Land Records in Liber F.A.M. No. 133, folio 588, as to poles, wires, etc.

(3) Agreement by and between Jacob L. Cardin and wife, et al, and the Consolidated Gas Electric Light and Power Company of Baltimore, dated May 1, 1953 and recorded among the said Land Records in Liber J.H.H. No. 768, folio 499, as to poles, wires, etc.

LIBER 119 PAGE 275 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 23, 1959

We hereby certify, that the annexed

Trustee's Sale

Ashel E. Browning

13, 251

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 30th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAY 25 By 1:00 Tilghman

(4) Covenants, conditions and restrictions set forth in a Deed from Jacob L. Cardin and wife to Belvedere Heights Development Corporation, dated April 27, 1953 and recorded among the the said Land Records in Liber J.H.H. No. 752, folio 13.

(5) Easement 7 feet in width as reserved in a Deed from Jacob L. Cardin and wife to Belvedere Heights Development Corporation, dated April 27, 1953 and recorded among the said Land Records in Liber J.H.H. No. 752, folio 13.

The improvements consists of a one and one-half story brick and frame constructed dwelling, containing four rooms and one bath, with radiant heat, oil fired. The property is serviced with a septic tank disposal system.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent to be adjusted to the date of sale.

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER and
ROBERT J. NEUBAUER
Trustees,
Keyser Building
Baltimore 2, Maryland
Le. 9-3212

E. T. Newell & Co., Inc.
122 W. North Avenue
Baltimore City, Maryland
Auctioneers

M-21

LM—12-58

REPORT OF SALE LIBER 119 PAGE 277

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

ASHEL E. BROWNING - C.W.O.
9504 20E 501st. Pas. Com Wing
A.P.O. 65 c/o P.M., New York, N.Y., and
MARY R. BROWNING, his wife (last known
address: 103 Buena Vista Avenue, A.A.Co., Md.,
Defendants

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY, IN EQUITY - 13151

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR [redacted] COUNTY:

The Report of Sale of John J. Neubauer and Robert J. Neubauer Trustees appointed by the decree in the above entitled cause to make sale of leasehold property known as No. 103 Buena Vista Avenue, Anne Arundel County, Maryland,

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements insented in the "MARYLAND GAZETTE" a weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Monday the 25th day of May, 19 59, at 11:00 o'clock, A. M., attend on the premises and then and there sold the leasehold property to Metropolitan Life Insurance Company, New York 10, New York, at and for the price of Seven Thousand and 00/100 Dollars ($7,000.00); it being the highest bidder therefor. Subject to the payment of an annual ground rent of Eighty-four and 00/100 Dollars ($84.00), payable in equal semi-annual installments on the 18th days of March and September, in each and every year.

John J. Neubauer - Trustee

Robert J. Neubauer - Trustee

COUNTY OF ANNE ARUNDEL

State of Maryland, [redacted], Sct.

I Hereby Certify, that on this 25th day of May, 19 59 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer Trustees and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS, my hand and notarial seal.

FILED
1959 MAY 26 AM 9.41

Catherine T. Boegner
Notary Public
CATHERINE T. BOEGNER

26

ORDER NISI

LIBER 119 PAGE 278

METROPOLITAN LIFE INSURANCE COMPANY

versus

ASHEL E. BROWNING AND MARY R. BROWNING, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,151 Equity

Ordered, this 26 day of May, 1959, That the sale of the Property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees

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

The report states that the amount of sale was $ 7,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 MAY 26 AM 9:41

TEST: _____ Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

versus

ASHEL E. BROWNING AND MARY R. BROWNING, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of June, 1959 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 JUN 30 PM 2:25

27

LIBER 119 PAGE 279 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,151 Equity
METROPOLITAN LIFE INSURANCE COMPANY
versus
ASHEL E. BROWNING and MARY R. BROWNING, his wife

Ordered, this 26th day of May, 1959, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of June next.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

Ju-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 25, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,151 Ashel E. Browning 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 June, 1959. The first insertion being made the 27th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

1959 JUN 29 PM 3:02

No. M.G. 8868

28

LIBER 119 PAGE 280

In the Case of

Metropolitan Life Insurance Company

vs.

Ashel E. Browning

and

Mary R. Browning, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,151 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. Ijams

Auditor.

July 9, 1959

FILED

1959 JUL 13 AM 11:38

Dr. Metropolitan Life Insurance Company vs. Ashel E. Browning and Mary R. Browning, his wife — in ac.

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	241	14	291	14
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	43	25		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account and furnishing three copies	22	50	87	20
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	77	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Baltimore Sun - advertising sale	12	85		
U.S. Fidelity & Guaranty Co. -bond premium	20	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
Federal Liens Judgment Report	2	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Notary fees	1	00		
John H. Hopkins, IV. - fee for legal services to mortgagors (Order 6/4/59)	50	00		
Clerk of Court - order to enter case to use of VA	1	25	217	32
To Trustees for Benefit Charges, viz:				
1959 water and sewer benefit charges - 4 months 25 days	13	45	13	45
To Trustees for Ground Rent, viz:				
Semi-annual ground rent of $42.00 due 9/18/59 - 2 months 7 days	15	63	15	63
Metropolitan Life Insurance Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	6,491	63	6,491	63
			7,116	37
Amount of mortgage claim filed	8,585	61		
Interest from 4/15/59 to 5/25/59 - 40 days @ $1.06 per day	42	40		
	8,628	01		
Cr. Amount allowed above	6,491	63		
Balance subject to decree in personam	2,136	38		

30

with John J. Neubauer and Robert J. Neubauer, Trustees Cr.

1959							
May	25	Proceeds of Sale	7,000	00			
		Interest on deferred payment of $6,500.00 - 1 month 5 days	37	92	7,037	92	
		Refund 1959 State and County taxes 7 months 5 days	78	45	78	45	
					7,116	37	

LIBER 119 PAGE 283

ORDER NISI

Metropolitan Life Insurance Company

VERSUS

Ashel E. Browning

and

Mary R. Browning, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,151 Equity.

ORDERED, This 13th day of July, 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 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 17th day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th 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 19 AM 9:27

Matthew S. Evans

JUDGE

FILED
1959 JUL 13 AM 11:37

32

LIBER 119 PAGE 284

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13,151 Equity
METROPOLITAN LIFE INSURANCE COMPANY
versus
ASHEL E. BROWNING and
MARY R. BROWNING, his wife

Ordered this 13th day of July, 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 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 17th day of August next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
jy-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,151 Auditor account Ashel E. Browning 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 17th day of August, 1959. The first insertion being made the 16th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1 [illegible] AUG -4 PM 3:38

By H. Tilghman

33

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY : IN THE CIRCUIT COURT

VS. : FOR

THOMAS GARRETTSON : ANNE ARUNDEL COUNTY

.....oOo..... (In Equity)

No. 12,197 Equity

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler

John O. Dumler,
Attorney named in Mortgage

FILED
1957 JUN 14 AM 9:21

Form 812

LIBER 119 PAGE 286 LIBER 768 PAGE 58 No. 12,197 Equity

[DR.—CITY OR COUNTY]

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Plaintiff's Exhibit "A"

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY VS. THOMAS GARRETTSON

Mortgage

THIS MORTGAGE, Made this 7th day of July, in the year Nineteen Hundred and Fifty-three, by and between Thomas Garrettson, unmarried,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Ninety-eight Hundred Dollars ($ 9800.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Ninety-eight Hundred Dollars ($ 9800.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Eighty-three Dollars ($ 83.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 19 53, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Fifth District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING all that lot of ground situate on the west side of Camp Meade Road, containing .189 acre, more or less, and the improvements thereon being known as No. 604 Camp Meade Road, which lot is more particularly described in a deed from Carl L. Stine and wife to the herein named Mortgagor, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, reference to which deed is hereby made for a more full and complete description of said lot of ground.

FILED
1957 JUN 14 AM 9:21

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS:

Thomas Garrettson (SEAL)
Thomas Garrettson

Antoinette M. Granese (SEAL)
Antoinette M. Granese

(SEAL)

(SEAL)

(SEAL)

LIBER 119 PAGE 288

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 7th day of July , 19 53 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Thomas Garrettson, known to me to be

the above-named Mortgagor(s), and he acknowledged the foregoing Mortgage to be his act:

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

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

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 2, 1955

Recorded-11th-July-1953-at-9:00-A.M.

LIBER 119 PAGE 289

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

ANNE ARUNDEL COUNTY

Mortgage

30/87

FROM

THOMAS GARRETTSON

TO

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Received for Record 11 Day of July 1953, at 9 A.M. and the same day recorded in Liber J.H.H., No. 768 Fol. 56, Land Records of Anne Arundel County

John H Dugan 3rd Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

Pa 675

File No. 5995-T

Property:

604 Camp Meade Road

Description approved

Execution approved

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY : IN THE CIRCUIT COURT

VS. : FOR

THOMAS GARRETTSON : ANNE ARUNDEL COUNTY

.....oOo..... (In Equity)

No. 12,197 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 Carl F. Dockman, President of The Capital Building and Loan Association of Baltimore City 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.

Carl F. Dockman
Carl F. Dockman Affiant

Subscribed and sworn to before me 12th day of June 1957.

Charles F. Loos
Charles F. Loos Notary Public

FILED

1957 JUN 14 AM 9:21

6

No. 12,192 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

vs.

THOMAS GARRETTSON

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

OoooO

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated July 7, 1953	$ 9,800.00
Less amount paid thereon	- 96.77
BALANCE DUE	9,703.23

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 2nd day of July, in the year one thousand nine hundred fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public
My commission expires May 4, 1959

FILED
1957 JUL -3 AM 11:30

BOND NO: 72 25 052

LIBER 9 PAGE 97

A STOCK COMPANY — ESTABLISHED 1890

No. 12,197 Equity

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 119 PAGE 292

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
1406 Fidelity Building
Baltimore 1, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of July in the year of our Lord 1957

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from The Capital Building and Loan Association of Baltimore City

to Thomas Garrettson

bearing date the 7th day of July, 1953 and recorded among the mortgage records of Anne Arundel County

in Liber J.H.H. No. 768 Folio 56 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 O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Ann Harrison
Ann Harrison

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A. A. McLaughlin
A. A. McLaughlin *As to Surety*

By Joseph C. McHugh *Attorney-in-Fact*

MD3228a—500, 1-51 *120351*
Mortgagee's or Attorney's Bond

FILED
1957 JUL -3 AM 11:30

Bond approved this 2nd day of July 1957
George T. Bramwell Clerk

LIBER 119 PAGE 293 ADDITIONAL BOND NO: 72 25 052

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

LIBER 9 PAGE 108

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 12,197

Surety

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
1406 Fidelity Building
Baltimore 1, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and Five Hundred and 00/100 ($1,500.00) 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, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of July in the year of our Lord 1957

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from The Capital Building and Loan Association of Baltimore City to Thomas Garrettson bearing date the 7th day of July, 1953 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 768 Folio 56 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 O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Antoinette M. Grasese — John O. Dumler (SEAL)

ANTOINETTE M. GRASESE — John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A. A. McLaughlin — As to Surety

By Joseph C. McHugh — Attorney-in-Fact

MD3228a—500,-1-51 120351
Mortgagee's or Attorney's Bond

FILED
1957 JUL 24 AM 9:24

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

THOMAS GARRETTSON

*

IN THE CIRCUIT COURT

*

FOR

*

ANNE ARUNDEL COUNTY
(In Equity)
#12,197

* * * * *

KOHLENBERG AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

located on the West side of Camp Meade Road known as 604 Camp Meade Road in the Fifth District of Anne Arundel County.

Under and by virtue of the power and authority contained in the mortgage from Thomas Garrettson to The Capital Building and Loan Association of Baltimore City dated July 7, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 768, folio 56, (default having occurred thereunder), the attorney named in said mortgage will sell at public auction on the premises on

Wednesday, July 17, 1957
At 2:30 O'clock P. M.

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

BEGINNING for the same at an iron pipe heretofore set in the ground to mark the intresection of the western side of Fort Mende Road with the third line of the land described in a deed from Seth H. Linthicum and wife to George A. May and wife dated February 25, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 4, folio 235; and running from said point of beginning binding on the western side of said road, North twenty-nine degrees forty-six minutes east fifty-eight feet (N 29° 46' E 58') to an iron pipe heretofore set; thence leaving said road and running two lines of division, North eighty-one degrees twenty-two minutes west one hundred and fifty-three and seven one-hundredths feet (N 81° 22' W 153.07'), and South four degrees twelve minutes west sixty-four and fifty one-hundredths feet (S 4° 12' W 64.50') to the aforesaid third line of George A. May's Land: and thence binding on said line South eighty-five degrees fifty-eight minutes east one hundred and twenty-seven and fifty-four one-hundredths feet (S 85° 58' E 127.54') to the place of beginning. Containing one hundred and eighty-nine one-thousandths (.189) acres, more or less.

SAID lot being subject to and having use in common with Grover C. Shipley, his heirs and assigns, of a right of way along the northern twenty-seven feet of the third line of said lot, and having the use of in common with Grover C. Shipley, et al, of a right of way five feet wide as established by said Grover C. Shipley out to Hammonds Ferry Road.

ALSO being subject to the use of a strip of land four feet in width along the second line of the herein described lot from the Fort Meade Road back to a garage built in the rear of said lot to form, with a strip of equal width from the lot adjoining on the north, a road eight feet wide for access to said garage, etc.

The above property is in fee simple and is improved by a one and one-half story frame dwelling containing seven rooms and one bath and is also improved by a one car garage.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 17th day of July, 1957, sold the property described in the attached advertisement of sale at and for the sum of $11,150 to John Wayson Sr. and Emma V. Wayson, his wife he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E.T. NEWELL & CO., INC.

BY: John M. Miller Jr.
John M. Miller Jr. Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this 17th day of July, 1957, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $11,150 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

John Wayson Sr.
John Wayson Sr.

John O. Dumler

Emma V. Wayson
Emma V. Wayson
(Purchasers)

FILED
1957 JUL 24 AM 9:24

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, to bear interest from day of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

JOHN O. DOMLER,
Attorney Named In Mortgage
E. T. Newell & Co., Inc.
Auctioneers.

Jy-11

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
	*	
vs,		FOR
THOMAS GARRETTSON	*	ANNE ARUNDEL COUNTY (In Equity)

* * * * * * $12,197

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings insaid cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital-Gazette Press, Inc., a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the Seventeenth day of July, 1957 at 2:30 p.m. sell on the premises, the aforesaid fee simple property unto John Wayson Sr. and Emma V. Wayson, his wife, at and for the sum of Eleven Thousand One Hundred Fifty Dollars ($11,150) cash, the said John Wayson Sr. and Emma V. Wayson, his wife having offered the greatest price therefor.

John O. Dumler

Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 23rd day of July, , inthe year one thousand nine hundred and fifty-seven, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

FILED
1957 JUL 24 AM 9:24

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

ORDER NISI

LIBER 119 PAGE 297

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

THOMAS GARRETTSON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,197 Equity

Ordered, this 24 day of July, 19 57, That the sale of the Property in these proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 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 3 day of September next.

The report states that the amount of sale was 11,150.00

FILED
1957 July 24 AM 9:24
True Copy,

George F. Cromwell Clerk.

TEST: Clerk.

(Final Order)

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

THOMAS GARRETTSON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of Sept., 1957 that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1957 SEP -4 AM 11:31

Matthew S. Evans

LIBER 119 PAGE 298

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. 12,197, Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

THOMAS GARRETSON

Ordered, this 24th day of July, 1957.

That the sale of the Property in these proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of September next.

The report states that the amount of sale was $11,150.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1957

We hereby certify, that the annexed

Order Nisi - Sale

Eq - 12197

Thomas Garretson

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 September, 1957. The first insertion being made the 15th day of August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12925 1957 AUG 30 PM 2:19 By Lillie L. French

15

In the Case of

The Capital Building and Loan Association of Baltimore City

vs.

Thomas Garrettson

In the

Circuit Court

For

Anne Arundel County

No. 12, 197 Equity

To the Honorable, the Judges of said Court:

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

September 21, 1957

All of which is respectfully submitted.

Laura K. Jickling
Auditor.

FILED
1957 SEP 24 PM 12:25

Dr. The Capital Building and Loan Association of Baltimore City in ac.
vs. Thomas Garrettson

To Attorney for Fee, viz:			75	00
To Attorney for Commissions, viz:		367	64	442 64
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 and two copies thereof		22	50	65 25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		58	76	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
The Sun - advertising sale		12	85	
Fidelity & Deposit Co. of Md. - bond premiums		46	00	
E. T. Newell & Co., Inc. - auctioneer's fee		298	00	
One-half Federal documentary stamps		6	33	
One-half State documentary stamps		6	32	
Antoinette M. Granese - notary fees		1	00	443 26
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission-metered water		8	00	8 00
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim filed		9,703	23	9,703 23
To Baltimore Federal Savings & Loan Ass'n, judgment creditor - this balance on account claim filed		654	43	654 43
				11,316 81
Amount of judgment claim, viz:				
Debt		2,010	62	
Interest from 8/16/54 to 7/17/57		351	86	
Court costs		17	75	
Attorney's fee		301	59	
Fi. fa. (Baltimore City)		6	00	
Recording judgment in A. A. Co.		4	00	
Fi. fa. costs in A. A. Co.		3	75	
Total debt.		2,695	57	
Cr. Amount allowed above		654	43	
Balance due		2,041	14	

17

with

John O. Dumler, Attorney named in Mortgage

Cr.

1957						
July	17	Proceeds of Sale	11,150	00		
		Interest on deferred payment of $10,650.00 - 1 month 29 days	104	72	11,254	72
		Refund 1957 State and County taxes- 5 months 13 days	55	07		
		Refund 1957 water and sewer benefit charges - 5 months 13 days	7	02	62	09
					11,316	81

18

ORDER NISI LIBER 119 PAGE 302

The Capital Building & Loan Association of Baltimore City

VERSUS

Thomas Garrettson

1957 SEP 24 PM 12:54 FILED

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,197 Equity.

ORDERED, This 24th day of September, 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 25th 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 25th day of October next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of November, 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

57 NOV 14 AM 11:18

19

LIBER 119 PAGE 303

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,197 Equity
THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
versus
THOMAS GARRETTSON

Ordered, this 24th day of September, 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 25th 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 25th day of October next.

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

FILED

No. M957-14372 1957 NOV 12 AM 11:00

20

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1957

We hereby certify, that the annexed

Order Nisi Eq. 12,197

Auditor accounts

Thomas Garrettson

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 October, 1957. The first insertion being made the 26th day of September, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

MILTON SCHLENOFF and SELMA SCHLENOFF, his wife	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
CHARLES BANKS and IDA MAE BANKS, his wife	:	ANNE ARUNDEL COUNTY
	:	NO. 12,427 - Equity 185
	:	

.....:.....

ORDER TO DOCKET MORTGAGE

Mr. Clerk:

Please docket this mortgage foreclosure case with the attached copy of the mortgage as Exhibit "A" and Statement of Mortgage Claim as Exhibit "B".

Samuel Schenker

Samuel Schenker for
Gomborov & Diener,
Attorneys named in Mortgage

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED
1967 NOV 21 PM 33333

MORTGAGE FEE—CITY OR COUNTY—Fo. 4.

LIBER 119 PAGE 305

LIBER 1135 PAGE 412

THIS MORTGAGE, Made this 17th day of July

No. 12,427 Equity

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

CHARLES BANKS and IDA MAE BANKS his wife,

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

MILTON SCHLENOFF and SELMA SCHLENOFF, his wife, of the City of Baltimore, Stete of Maryland, , Mortgagees, of the second part:

Whereas, the Mortgagors are indebted unto the Mortgagees in the full and just sum of Six Hundred Twenty-five Dollars ($625.00) money loaned by the said Mortgagees to the said Mortgagors this day and date on the hereinafter-described fee simple property and improvements and which said sum of Six Hundred Twenty-five Dollars ($625.00) said Mortgagors have agreed to repay to said Mortgagees, together with interest at the rate of six per cent (6%) per annum on the unpaid balance, in equal monthly installments of Thirty Dollars ($30.00) said monthly installments to be applied first towards interest, secondly on account of expenses, and the balance on account of principal, until the full end just sum of Six Hundred Twenty-five Dollars ($625.00) together with interest at the rate of six per cent (6%) on the unpaid balance has been paid in full, and

WHEREAS, it was a condition precedent that these presents be executed

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Charles Banks and Ida Mae Banks his wife, ~~their~~

do grant and convey unto Milton Schlenoff and Selma Schlenoff, his wife, as tenants by the entireties, their assigns, and the heirs and assigns, of the survivor, in fee simple, all those lots or parcels of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit: ~~Beginning for~~

All that lot or parcel of ground lying, being and situate in Anne Arundel County, State of Maryland, being and comprising the northeast half of Section "F" as shown on a Plat of Sabrina Park recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 43, subject, however, to the opening of a road thirty feet wide running along the southeast boundary of Sabrina Park and extending from Spring Hill Avenue to Idlewild Avenue.

BEING the same lot of ground which by deed dated June 4, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 767, folio 308, were granted and conveyed by George B. Woelfel, Trustee, unto Comeler Johnson and Charles Banks as joint tenants in fee simple, the said Comeler Johnson, widow, having heretofore departed this life on or about June 20, 1957 thereby vesting sole title in said fee simple lot and improvements in the said Charles Banks.

FILED

1957 NOV 21 PM 3:33

2

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Milton Schlenoff and Selma Schlenoff, his wife, as tenants by the entireties, their assigns, the survivor of them and the heirs and assigns of the survivor, forever, ~~heirs and assigns, forever~~ in fee simple.

Provided, that if the said Charles Banks and Ida Mae Banks his wife,

their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Six Hundred Twenty-five ($625.00). . . . . 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 assig or Gomborov & Liener, the ff ly authorized Attorney or Agent

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

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

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Six Hundred Twenty-five ($625.00). . . . . dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of said Mortgagors.

LIBER 1135 PAGE 414

TEST:

Lilian Schlenoff

Charles Banks [SEAL]

Ida Mae Banks [SEAL]

Ida Mae Banks

[SEAL]

State of Maryland, CITY OF BALTIMORE ss:

I Hereby Certify, that on this 17th day of July in the year one thousand nine hundred and fifty-seven before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES BANKS and IDA MAE BANKS 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 MILTON SCHLENOFF and SELMA SCHLENOFF, his wife, Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Lilian Schlenoff Notary Public

Rec'd for record July 18 1957 at 11:42 A.M.

Mailed to Gomborov, Gomborov & Diener

MILTON SCHLENOFF and SELMA SCHLENOFF, his Wife	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
CHARLES BANKS and IDA MAE BANKS, his Wife	:	No 12,427 ~~XXXXXX~~ EQUITY

STATEMENT OF MORTGAGE CLAIM

Original Principal Balance July 17th, 1957	$625.00
Less Principal Payments on account	22.87
UNPAID PRINCIPAL BALANCE NOW DUE, TO WHICH MUST BE ADDED INTEREST FROM SEPTEMBER 21, 1957 - Interest to December 30, 1957	$602.13 10.19 $612.23

Milton Schlenoff
MILTON SCHLENOFF

Selma Schlenoff
SELMA SCHLENOFF

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18th day of November 1957, before me, a Justice of the Peace of the State of Maryland, City of Baltimore, personally appeared Milton Schlenoff and Selma Schlenoff, his Wife, and made oath in due form of law that the aforegoing Statement of Mortgage Claim is true and correct, to the best of their knowledge, information and belief.

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

A. Jerome Diener J.P.
A. JEROME DIENER
Justice of the Peace

FILED
1957 NOV 21 PM 3:33

6

Trustee's Bond LIBER 119 PAGE 309

KNOW ALL MEN BY THESE PRESENTS: No 12,427. Equity

LIBER 9 PAGE 176

THAT WE A. Jerome Diener, Baltimore, Maryland, as principal, and Hartford Accident and Indemnity Company, Hartford, Connecticut, a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and NO/100 - - ($1000.00) - 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 22nd day of November in the year of our Lord one thousand nine hundred and Fifty-Seven

WHEREAS, the above bounden A. Jerome Diener by virtue of a decree of the Honorable Judge of the Circuit Court ~~of Baltimore City~~ for Anne Arundel County, in equity, has been appointed trustee to sell property in Sabrina Park due to foreclosure of mortgage mentioned in the proceedings in the case of Milton Schlenoff and Selma Schlenoff, his wife

vs.

Charles Bank and Ida Mae Banks, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN A. Jerome Diener 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

A. Jerome Diener (SEAL)

(SEAL)

Hartford Accident and Indemnity Company (SEAL)

By Jessie E. Meyer (SEAL)

Jessie E. Meyer

Signed, sealed and delivered in the presence of

Norma D. Johnson

Norma D. Johnson

State of Connecticut, County of Hartford, sct:

KNOW ALL MEN BY THESE PRESENTS: That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, of HARTFORD, CONNECTICUT, a corporation of the State of CONNECTICUT, does hereby constitute and appoint R. W. MULDOON and/or DOUGLAS H. GEER and/or E. M. KEYSER and/or JESSIE E. MEYER, of BALTIMORE, MARYLAND, 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 the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorneys -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said HARTFORD ACCIDENT AND INDEMNITY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd day of November, 1957

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By J. L. Barter Vice-President

Bond approved this 25th Nov. 1957

Geo. T. Cromwell clerk

ATTEST:

Assistant Secretary

J. J. O'Loughlin

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

November 22, 1957

HARTFORD ACCIDENT AND INDEMNITY COMPANY

FILED

1957 NOV 25 PM 1:57

Assistant Secretary

J. J. O'Loughlin

Form 647 Printed in U. S. A.

7

SAMUEL SCHENKER
Attorney At Law
150 South Street
Annapolis, Maryland

Mortgage Sale

PROPERTY LOCATED IN THE THIRD ELECTION DISTRICT

OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND IN SABRINA PARK, MARYLAND

UNDER AND BY virtue of the power of sale contained in a mortgage from Charles Banks and Ida Mae Banks, his wife, dated this 17th day of July, 1957, and recorded among the Land Records of Anne Arundel County, in Liber J.T.C. 1135, folio 412, (default having occured thereunder) the undersigned Attorneys Named in Mortgage will offer for sale by public auction, at the Court House located on Church Circle, Anne Arundel County, Annapolis, Maryland

Monday,
December 30, 1957
11 A.M.

THE PROPERTY described in said Mortgage, situate, lying and being in the Third Election District of Anne Arundel County, being and comprising the northeast half of Section "F" as shown on a Plat of Sabrina Park recorded among the Plat Records of Anne Arundel County in Plat Book 1, folio 43, subject, however, to the opening of a road thirty feet wide running along the southeast boundary of Sabrina Park and extending from Spring Hill Avenue to Idlewild Avenue.

BEING the same lot of ground which by deed dated June 4, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 767, folio 308, were granted and conveyed by George B. Woelfel, Trustee, unto Comeler Johnson and Charles Banks as joint tenants in fee simple, the said Comeler Johnson, widow, having heretofore departed this life on or about June 8, [illegible] thereby vesting sole title in said fee simple lot and improvements in the said Charles Banks.

IMPROVEMENTS: One story frame building.

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 assesments be adjusted to date of sale.

GOMBOROV & DIENER,
Attorneys Named in Mortgage
D-26

GEORGE W. SCIBLE,
AUCTIONEER

LIBER 119 PAGE 310

MILTON SCHLENOFF and SELMA SCHLENOFF, his wife	:	IN THE
	:	CIRCUIT COURT
VS	:	FOR
CHARLES BANKS and IDA MAE BANKS, his wife	:	ANNE ARUNDEL COUNTY
	:	NO. 12427 - F Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 30th day of December, 1957, sold the property described as Sabrina Park, at and for the sum of $850.00, to James Jones & Susie Jones being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

George W. Scible
Auctioneer

We hereby certify that we have on this 30th day of December, 1957, purchased the property described as Sabrina Park from Gomborov & Diener, Attorneys named in mortgage, at and for the sum of $850.00, and we hereby agree to comply with the terms of the sale as set forth in the Evening Capital.

TEST:

James Jones

Gomborov & Diener

Susie Jones

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED
1958 JAN -3 AM 10:50

SAMUEL SCHENKER
Attorney At Law
150 South Street
Annapolis, Maryland

Mortgage Sale

PROPERTY LOCATED IN THE THIRD ELECTION, DISTRICT

OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND IN SABRINA PARK, MARYLAND

UNDER AND BY virtue of the power of sale contained in a mortgage from Charles Banks and Ida Mae Banks, his wife, dated this 17th day of July, 1957, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1135, folio 412, (default having occured thereunder) the undersigned Attorneys Named in Mortgage will offer for sale by public auction, at the Court House located on Church Circle, Anne Arundel County, Annapolis, Maryland

Monday,
December 30, 1957
11 A.M.

THE PROPERTY described in said Mortgage, situate, lying and being in the Third Election District of Anne Arundel County, being and comprising the northeast half of Section "F" as shown on a Plat of Sabrina Park recorded among the Plat Records of Anne Arundel County in Plat Book 1, folio 43, subject, however, to the opening of a road thirty feet wide running along the southeast boundary of Sabrina Park and extending from Spring Hill Avenue to Idlewild Avenue.

BEING the same lot of ground which by deed dated June 4, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 767, folio 308, were granted and conveyed by George B. Woelfel, Trustee, unto Comelcr Johnson and Charles Banks as joint tenants in fee simple, the said Comelcr Johnson, widow, having heretofore departed this life on or about June 20, 1957 thereby vesting sole title in said fee simple lot and improvements in the said Charles Banks.

IMPROVEMENTS: One story frame building.

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.

GOMBOROV & DIENER,
Attorneys Named in Mortgage
D-26

GEORGE W. SCIBLE,
AUCTIONEER

LIBER 119 PAGE 311 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

no. 12427
Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1958

We hereby certify, that the annexed

Mortgage Sale

Charles Banks

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 JAN 10 PM 2:01

By H. Tilghman

9

MILTON SCHLENOFF and SELMA SCHLENOFF, his wife	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
CHARLES BANKS and IDA MAE BANKS, his wife	:	EQUITY NO. 12,427

.....

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of A. Jerome Diener for Gomborov & Diener, Attorneys named in mortgage (the said A. Jerome Diener being one of the attorneys referred to), of property known as Sabrina Park, Third Election District, Anne Arundel County, Maryland, in the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by law, and giving notice of the time, place, manner and terms of sale by advertisement in the "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, they did attend at the Courthouse door in the City of Annapolis, Maryland on Monday, December 30, 1957, at 11 A.M., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that property situated at Anne Arundel County, Maryland and described as follows:

The property described in said Mortgage, situate, lying and being in the Third Election District of Anne Arundel County, being and comprising the northeast half of Section "F" as shown on a Plat of Sabrina Park recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 43, subject, however, to the opening of a road thirty feet wide running along the southeast boundary of Sabrina Park and extending from Spring Hill Avenue to Idlewild Avenue.

FILED
1958 FEB 28 PM 2:03

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

10

Being the same lot of ground which by deed dated June 4, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 767, folio 308, were granted and conveyed by George B. Woelfel, Trustee, unto Comeler Johnson and Charles Banks as joint tenants in fee simple, the said Comeler Johnson, widow, having heretofore departed this life on or about June 20, 1957 thereby vesting sole title in said fee simple lot and im-- provements in the said Charles Banks.

Said property being sold to James Jones and Susie Jones for the sum of Eight Hundred Fifty ($850.00) Dollars, 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.

A. JEROME DIENER for Gomborov & Diener, Attorneys Named In Mortgage

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 21 day of February, 1958 before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared A. JEROME DIENER one of the attorneys named in the mortgage for Gomborov & Diener, Attorneys 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.

Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 119 PAGE 314

MILTON SCHLENOFF and
SELMA SCHLENOFF, his wife

versus

CHARLES BANKS and
IDA MAE BANKS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,427 Equity

Ordered, this 27 day of February, 1958, That the sale of the Property in these proceedings mentioned made and reported by A. Jerome Diener for Gomborov & Diener, Attorneys named in ~~xxxxx~~ Mortgage

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

The report states that the amount of sales ~~xxxxx~~ was $ 850.00

FILED
1958 Feb 27 PM 2:03

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MILTON SCHLENOFF and
SELMA SCHLENOFF, his wife

versus

CHARLES BANKS and
IDA MAE BANKS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of April, 1958, that the sale made and reported by the ~~Trustee~~ Attorneys 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~~ Attorneys be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE

FILED
1958 APR -9 PM 12:22

12

LIBER 119 PAGE 315 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. 12,427 Equity

MILTON SCHLENOFF and SELMA SCHLENOFF, his wife
versus
CHARLES BANKS and IDA MAE BANKS, his wife

Ordered, this 27th day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by A. Jerome Diener for Gomborov & Diener, Attorneys named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of April next.

The report states that the amount of sale was $850.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-22

FILED

No. E.C. 1958 APR -8 AM 10:22

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 7, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,427

Charles Banks

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 April, 1958. The first insertion being made the 1st day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

13

LIBER 119 PAGE 316

In the Case of

Milton Schlenoff

and

Selma Schlenoff, his wife

vs.

Charles Banks

and

Ida Mae Banks, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,427 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 16, 1958

All of which is respectfully submitted.

Laura K. Jickling
Auditor.

FILED

1958 APR 18 PM 2:37

74

Dr. in ac.

Milton Schlenoff and Selma Schlenoff, his wife vs. Charles Banks and Ida Mae Banks, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	52	14	102	14
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Hartford Accident & Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Notary fees	1	00	97	86
To Milton Schlenoff and Selma Schlenoff, his wife, mortgagees - this balance on account mortgage claim	611	25	611	25
			862	75
Amount of mortgage claim filed	612	23		
Cr. Amount allowed above	611	25		
Balance subject to decree in personam		98		

15

with

A. Jerome Diener, for Gomborov & Diener, Attorneys named in Mortgage

Cr.

1957							
Dec.	30	Proceeds of Sale		850	00		
		Interest on deferred payment to 4/1/58		12	75	862	75
						862	75

LIBER 119 PAGE 319

ORDER NISI

Milton Schlenoff
and
Selma Schlenoff, his wife

VERSUS

Charles Banks
and
Ida Mae Banks, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,427 Equity.

FILED
1958 APR 18 PM 2:37

ORDERED, This 18 day of April 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 31 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 31 day of May next.

Thomas F. Thomas, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2 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~~ Clerk 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 JUN-2 PM 3:28

17

LIBER 119 PAGE 320 OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,427

Auditor Account

Charles Banks

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of May, 1958. The first insertion being made the 22nd day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,427 Equity

MILTON SCHLENOFF and SELMA SCHLENOFF, his wife
versus
CHARLES BANKS and IDA MAE BANKS, his wife

Ordered, this 18th day of April, 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 31st 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 31st day of May next.

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

FILED
1958 MAY 14 PM 2:59

No. E.C. 1926

18

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JAMES C. CHRISTOPHER and
STEDMAN PRESCOTT, JR., Trustees,
304 Perpetual Building,
Bethesda 14, Maryland

Plaintiffs,

vs.

JAMES A. PALMER, JR. and
JEAN PALMER, his wife,
Pinewood Drive,
South River Manor, Maryland

Defendants.

No. 12,926 Equity

Mr. Clerk:

Please docket the above cause for the purpose of foreclosure of a Deed of Trust from James A. Palmer, Jr. and Jean Palmer, his wife, dated July 31, 1956, and recorded among the Land Records of Anne Arundel County in Liber 1051 Folio 535, and file the original of the Deed of Trust attached hereto.

Eliot Siskind

Eliot Siskind
Attorney for Trustees,
12 Crain Highway, N. W.
Glen Burnie, Maryland

FILED

1958 OCT 27 PM 3:23

LIBER 119 PAGE 322

DEED OF TRUST LIBER 1051 PAGE 535

This Deed of Trust, (in which whenever used the singular number shall include the plural, and the plural shall include the singular, and the use of any gender shall include all genders; and the covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns as the case may be of the parties hereto), made this 31st day of July in the year 1956 by and between JAMES A. PALMER, JR. and JEAN PALMER, his wife, , parties of the first part hereto, and JAMES C. CHRISTOPHER and STEDMAN PRESCOTT, JR., joint tenants, trustees as hereinafter set forth, parties of the second part hereto, WITNESSETH

WHEREAS the said parties of the first part hereto are justly indebted unto Bradley Construction Corporation, a Maryland Corporation, in the full sum of Twelve Thousand Seven Hundred Fifty end no/100 Dollars ($12,750.00), deferred purchase money on the lend hereinefter described for the payment of which the seid Parties of the First Part have made and delivered their one joint and several promissory note of even date herewith, bearing interest at the rate of Six per centum per annum until paid. Said principal and interest payable in monthly instellments of Ninety-one and 26/100 Dollars ($91.26) (with the privilege of making larger payments in any amount on any installment due date), on the 1st day of September, 1956 and of eech and every month thereafter, until paid, each installment, when so paid, to be epplied: first, to the payment of the interest on the amount of principel remaining unpeid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforeseid installments when end as the same shall become due and peyable, then and in that event, the unpeid belance of the aforesaid principel sum and eccrued interest shell at the option of the holder hereof at once become and be due and payable.

AND WHEREAS, the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted trustee, or by any person hereby secured, on account of any disputed matter or any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of one dollar lawful money of the United States of America to them in hand paid by the parties of the second part, the receipt of which before the sealing and delivery of these presents is hereby acknowledged

FILED

1958 OCT 27 PM 3:23

3

have granted and do hereby grant unto the parties of the second part upon the following trusts the following described land and premises, situate in the County of ~~Montgomery~~ Anne Arundel, State of Maryland, known and distinguished as:

Lot 34, Block G, in the subdivision known as and called "SOUTH RIVER MANOR", as per plat thereof recorded among the plat records of said County, in Cabinet numbered Four (4), Rod numbered G-5, Plat numbered Twelve (12).

together with all the improvements thereon, and all and every the easements, rights, ways, waters and advantages to the same belonging, or thereto in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the parties of the first part of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said parties of the first part hereto, their heirs or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof to take, have, and apply to and for their sole use and benefit, until default be made in the payment of the promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said parties of the first part, their heirs or assigns, at his cost.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, of any proper cost, charge, commission, or expense in and about the same, or upon a breach of any of the covenants or agreements herein contained, then and at any time thereafter the said parties of the second part, survivor of them, or the substituted trustee, or the trustee acting in the execution of this trust shall have the power and it shall be his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part, survivors of them, or the substituted trustee, or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, including reasonable counsel fees, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum on the amount of the said sale or sales: SECONDLY, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be to said parties of the first part, their heirs or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

AND the said parties of the first part do hereby agree at their own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid, to keep the said improvements insured against loss by fire and other hazards, with extended coverage, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies as the said parties of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

AND it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the original amount of the debt hereby secured.

AND the said parties of the first part covenant that they will warrant specially the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED in the presence of—

Jane W. Simmons
Witness: Jane W. Simmons

James A. Palmer, Jr. (SEAL)
James A. Palmer, Jr.

Jean Palmer (SEAL)
Jean Palmer

(SEAL)

(SEAL)

LIBER 119 PAGE 325

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT: LIBER 1051 PAGE 538

I Hereby Certify that on this 31st day of July, A. D., 19 56, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES A. PALMER, JR. and JEAN PALMER, his wife, and did each acknowledge the aforegoing Deed to be his act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 31st day of July, A. D., 19 56.

My Commission expires: 5/6/57

Jane W. Simmons
Jane W. Simmons Notary Public

JANE W. SIMMONS NOTARY PUBLIC MONTGOMERY COUNTY, MD.

Rec'd for record Aug 7 1956, at 2:32 P.M.
Mailed to Fidelity Investment & Title Co. of Silver Spring, Md.

DEED OF TRUST

JAMES A. PALMER, JR.

JEAN PALMER

TO

JAMES C. CHRISTOPHER

STEDMAN PRESCOTT, JR.

RECORDED IN LIBER 1051 FOLIO 538
AUG -7 PM 2:32
J. CROMWELL, CLERK

FIDELITY INVESTMENT & TITLE CO.
Main Office:
1104 TRINITY PLACE
SILVER SPRING, MARYLAND

MR. CLERK: WHEN RECORDED, PLEASE MAIL THIS MORTGAGE TO:

Law Reporter Blank No. 413

LIBER 119 PAGE 326

DEED OF TRUST NOTE—INSTALLMENT

GIVEN FOR deferred purchase money AND SECURED BY a DEED OF TRUST

ON LOT 34 Square G. South River Manor, Anne Arundel County

James C. Christopher AND Stedman Prescott, Jr. TRUSTEES.

SUBJECT TO A FIRST TRUST FOR $, DATED , 19

AT % PLACED BY

$ 12,750.00 Bethesda, Maryland July 31, 1956

For Value Received We, jointly and severally promise to pay to the order of BRADLEY CONSTRUCTION CORPORATION the sum of Twelve Thousand Seven Hundred Fifty and no/100 DOLLARS, with interest until paid at the rate of Six per centum per annum.

Said principal and interest payable in monthly installments of Ninety-one and 26/100 DOLLARS (with the privilege of making larger payments in any amount on any installment due date), on the 1st day of each and every month thereafter ~~after date~~, until paid; each installment, when so paid, to be applied: first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal. September, 1956 and of

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable.

James A. Palmer Jr.

Jean Palmer

Address Northwest Fork Apts. 546 Southampton Dr. Rt. #1 South River Manor Box 333 Edgewater, Md.

This is to certify that this is the note described in a Deed of Trust to the Trustees named hereon, and bearing even date herewith. Said Deed of Trust and note having been executed in my presence.

Jane W. Simmons

Jane W. Simmons

☞ Retain this note after payment that the Trustees may be satisfied as to its cancellation when a release is desired.

PAYMENTS ON ACCOUNT OF ABOVE NOTE, AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment	Interest Due	To Principal	Balance Principal Due	Date of Payment	Interest Due	To Principal	Balance Principal Due
19				19			
SEP 12 1956 (9)	63 75	27 51	12723 49				
(10)	63 61	27 65	12694 84				
- 1956	63 47	27 79	12667 05				
DEC 24 1956 (12)	63 33	27 93	12639 12				
JAN 14 1957	63 19	28 07	12611 05				
FEB 18 1957	63 06	28 20	12582 85				
MAR 26 1957	62 91	28 35	12554 50				
MAY 17 1957 (5)	91 26	34.28 ad	12554 50				
JUL 2 1957 (6)	91 26	68.56 ad	12554 50				
AUG 19 1957 (8)	91 26	40.07 ad	12554 50				
OCT 17 1957 (9)	91 26	11.58 ad.	12,554 50				
NOV - 8 1957 (11)	91 26	45.86 ad	12554 50				
DEC 19 1957 (12)	91 26	80.14 ad	12554 50				
FEB 18 1958 (2)	91 26	51 65 ad	12554 50				
MAR 31 1958 (4)	91 26	85.93 ad	12554 50				
MAY 1 1958 (5)	91 26	52.44 ad	12554 50				
JUN - 5 1958 (6)	91 26	28.95 ad	12554 50				
JUN 25 1958 (7)	28 95	351	12550 99				
JUL 16 1958 (7)	34 23	28.52 ad	12550 99				
JUL 29 1958 (8)	34 23	57.04 ad	FILED				

1958 OCT 27 PM 3:23

6

Form XG-4-LG

LIBER 119 PAGE 327

American Casualty
Company of Reading, Pennsylvania

LIBER 9 PAGE 455

No 12,926 Equity

KNOW ALL MEN BY THESE PRESENTS, that we **JAMES C. CHRISTOPHER and STEDMAN PRESCOTT, JR.** Trustees, as Principal, and the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of **THIRTEEN THOUSAND DOLLARS**---------- ---------- ($ **13,000.00**) 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, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this day of **October**, in the year nineteen hundred and **Fifty-eight**.

WHEREAS, the said **JAMES C. CHRISTOPHER and STEDMAN PRESCOTT, JR.** Trustees, by virtue of the authority vested in **them** by the terms of a certain Deed of Trust from **James A. Palmer, Jr. and Jean Palmer, his wife,** dated the **31st** day of **July** in the year nineteen hundred and **Fifty-six** and recorded among the Land Records of **Anne Arundel County**, Maryland, in Liber **1051** at Folio **535**, is about to sell the land conveyed by said Deed of Trust, default having occurred thereunder in the payment of the money and in the convenants and conditions therein more fully set forth.

NOW THEREFORE, the condition of this obligation is such that if the above bounden, the said **JAMES C. CHRISTOPHER and STEDMAN PRESCOTT, JR.,** shall well and faithfully perform the trust reposed in **them** by said Deed of Trust 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 the property covered by said Deed of Trust or the proceeds of such sale, then this obligation shall be void, otherwise to be and remain in full force and virtue by law.

Signed, sealed and delivered
in the presence of

Jane W. Simmons
Dorothy Kinney

James C. Christopher, Trustee (SEAL)

William Prescott (SEAL)
Stedman Prescott, Jr., Trustee

AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA

BY Thomas G. Basil
Thomas G. Basil, Attorney-in-Fact

The aforegoing bond is approved this 29th day of October, in the year nineteen hundred and

George T. Cromwell
Clerk of the Circuit Court

FILED

1958 OCT 29 PM 3:04

7

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JAMES C. CHRISTOPHER and
STEDMAN PRESCOTT, JR., Trustees,

Plaintiffs,

vs.

No. 12,926 Equity

JAMES A. PALMER, JR. and
JEAN PALMER, his wife,

Defendants.

STATEMENT OF CLAIM, AFFIDAVIT OF NOTEHOLDER AND MILITARY AFFIDAVIT.

WILLIAM H. PATTISON, being on oath first duly sworn, deposes and says:

That he is the President of Bradley Construction Corporation, a Marylend corporation, and that he has personel knowledge of the matters and things hereinafter set forth.

That the said Company is the holder of the note dated the 31st of July, 1956, secured by e Deed of Trust from James A. Palmer, Jr., end Jeen Palmer, to James C. Christopher and Stedman Prescott, Jr., Trustees, recorded among the Land Records of Anne Arundel County in Liber 1051 Folio 535.

That this note is in default and that there is a principal balance due and unpaid thereon in the amount of $12,550.90, with interest at the rate of Six Per Cent Per Annum from the 1st day of July, 1958.

And that there is further due to the noteholder the sum of $441.08 for taxes and insurance advanced by the noteholder on the property securing the said note, and interest in errears on said note.

And the said William H. Pattison further makes oath that said James A. Palmer, Jr., is not in the military service of the United States, being employed in the City of Washington by Joseph Saunders & Associates, and the said Jean Palmer is not in the military service and is a housewife, residing with the said James A. Palmer, Jr., her husband, in Anne Arundel County, Maryland.

William H. Pattison

Subscribed and sworn to before me this 7th day of November, 1958.

Notary Public: Jane W. Simmons

My Commission expires: 5/4/59

JANE W. SIMMONS NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED 1958 NOV-7 PM 2:31

9

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JAMES C. CHRISTOPHER and STEDMAN PRESCOTT, JR., Trustees,

Plaintiffs,

vs.

JAMES A. PALMER, JR. and JEAN PALMER, his wife,

Defendants.

Trustee's Sale

OF VALUABLE REAL ESTATE ON PINEWOOD ROAD,

SOUTH RIVER MANOR, ANNE ARUNDEL COUNTY, MARYLAND
IN FEE SIMPLE

Under and by virtue of the power and authority contained in a Deed of Trust from James A. Palmer and Jean Palmer, his wife to the undersigned Trustees, dated the 31st of July, 1956, and recorded among the Land Records of said County in Liber 1051 Folio 555 (default having occurred under the terms of the note secured thereby) the said undersigned Trustees will sell at public auction in front of the Court House door in Annapolis, Maryland, on

Fri., Nov., 7, 1958
at the hour of 3:00 P.M.

ALL OF THE LANDS AND PREMISES in the aforesaid Deed of Trust described as Lot numbered Thirty-four in Block lettered 'G' of the Subdivision known as "South River Manor", as per plat thereof filed in Cabinet numbered Four (4), Rod numbered G-5, Plat numbered Twelve (12) among the Land Records of said County. This lot is near and overlooking Broad Creek and is near a private beach area reserved to the use of the owners in the community. The lot is improved by an attractive three bedroom, frame house with asbestos shingle siding, containing also living room, kitchen, dinette area and bath.

Terms of Sale: A deposit of One Thousand Dollars ($1,000.00), by cash or certified check, will be required at the time and place of sale, balance of purchase price within thirty (30) days following ratification of sale by the Court. Such balance to bear interest at the rate of Six Per Centum (6%) Per Annum from the date of sale.

Taxes, insurance and interest to be adjusted to the date of sale; costs of conveyancing, recording, State and Federal Stamps, title examination, if any, at the cost of the purchaser.

The Trustees reserve the right to refuse any and all bids.

STEDMAN PRESCOTT, JR., Trustee.
JAMES C. CHRISTOPHER, Trustee.
ELIOT SISKIND,
Solicitor for Trustees,
12 Crain Highway, N.W.
Glen Burnie, Maryland.

N-6

MEMORANDUM OF SALE

THIS IS TO CERTIFY that the undersigned was this 7th day of November, 1958, the highest bidder at a sale conducted by James C. Christopher and Stedman Prescott, Jr., Trustees, in the above entitled cause and of the real estate described in the annexed advertisement of sale, together with the improvements thereon, which bid is for the sum of $4500.00, made understanding and knowing that the Trustees have the right to refuse any and all bids and that the sale is subject to the ratification of the above Court and is in accordance with the terms of sale in the advertisement annexed hereto. The purchaser acknowledges that said advertisement was read and the terms of sale were announced before any bids were called by the auctioneer and the purchaser agrees to pay the purchase price and make settlement in accordance with the terms of sale and hereto binds his heirs and assigns.

BRADLEY CONSTRUCTION CORP.
By [illegible], President. (SEAL)
Purchaser:

Attested:

Auctioneer:

FILED
1958 NOV -7 PM 3:34

9

Trustee's Sale

OF VALUABLE REAL ESTATE ON PINEWOOD ROAD,

SOUTH RIVER MANOR, ANNE ARUNDEL COUNTY, MARYLAND
IN FEE SIMPLE

Under and by virtue of the power and authority contained in a Deed of Trust from James A. Palmer and Jean Palmer, his wife, to the undersigned Trustees, dated the 31st of July, 1956, and recorded among the Land Records of said County in Liber 1051 Folio 535 (default having occurred under the terms of the note secured thereby); the said undersigned Trustees will sell at public auction in front of the Court House door in Annapolis, Maryland, on

Fri., Nov., 7, 1958
at the hour of 3:00 P.M.

ALL OF THE LANDS AND PREMISES in the aforesaid Deed of Trust described as Lot numbered Thirty-four in Block lettered 'G' of the Subdivision known as "South River Manor", as per plat thereof filed in Cabinet numbered Four (4), Rod numbered G-5, Plat numbered Twelve (12) among the Land Records of said County. This lot is near and overlooking Broad Creek and is near a private beach area reserved to the use of the owners in the community. The lot is improved by an attractive three bedroom frame house with asbestos shingle siding, containing also living room, kitchen, dinette area and bath.

Terms of Sale: A deposit of One Thousand Dollars ($1,000.00), by cash or certified check, will be required at the time and place of sale, balance of purchase price within thirty (30) days following ratification of sale by the Court. Such balance to bear interest at the rate of Six Per Centum (6%) Per Annum from the date of sale.

Taxes, insurance and interest to be adjusted to the date of sale; costs of conveyancing, recording, State and Federal Stamps, title examination, if any, at the cost of the purchaser.

The Trustees reserve the right to refuse any and all bids.

STEDMAN PRESCOTT, JR., Trustee.
JAMES C. CHRISTOPHER, Trustee.
ELIOT SISKIND,
Solicitor for Trustees,
12 Crain Highway, N.W.
Glen Burnie, Maryland.

N-6

LIBER 119 PAGE 330 OFFICE O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 17, 1958

We hereby certify, that the annexed Trustee's Sale

James A. Palmer
12 926

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 November, 1958. The first insertion being made the 16th day of October, 1958.

FILED
1958 NOV 18 AM 10:17

THE CAPITAL-GAZETTE PRESS, INC.
By H. Tilghman

10

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JAMES C. CHRISTOPHER and
STEDMAN PRESCOTT, JR., Trustees,

Plaintiffs,

vs.

JAMES A. PALMER, JR. and
JEAN PALMER, his wife,

Defendants.

No. 12,926 Equity

REPORT OF SALE

The report of James C. Christopher and Stedman Prescott, Jr., Trustees named in the Deed of Trust from James A. Palmer, Jr. and Jean Palmer, his wife, dated the 31st day of July, 1956, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1051 Folio 535, respectfully shows:

THAT after default had occurred under the terms and conditions of the said Deed of Trust and after they had given bond with security in the penalty of Thirteen Thousand Dollars ($13,000.00) for the faithful performance of the duties imposed upon them by the said Deed of Trust, and after complying with all of the other duties that are required by law and the said Deed of Trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in a weekly newspaper published in Anne Arundel County, Maryland, for more than twenty (20) days before the date of sale, the said Trustees did, pursuant to said notice, in front of the Court House door in Annapolis, Maryland, on Friday, November 7, 1958, at the hour of 3:00 P. M., then and there proceed to sell, at public auction, the premises described in said Deed of Trust and advertisement, to wit:

Lot numbered Thirty-four in Block lettered 'G' of the Subdivision known as "South River Manor", as per plat thereof filed in Cabinet numbered Four (4), Rod numbered G-5, Plat numbered Twelve (12) among the Land Records of said County, and sold the same to the Bradley Construction Corporation at and for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00), subject to taxes and other public dues and charges to be adjusted to the date of settlement, all expenses

FILED

1958 NOV 22 AM 11:45

of transfer, conveyancing and revenue stamps, both State and Federal, and all cost of title examination, if any, to be paid by the purchaser, with settlement to be made within Thirty (30) days after the ratification of the sale by this Court, all of which will more particularly be shown by a Memorandum of the Sale hereto annexed as a part of this report.

The aforesaid purchaser is the party secured and the claimant of the debt.

The Trustees further report and state that the said sale was in every respect fairly made and recommend that said sale be finally ratified and confirmed by this Honorable Court.

As in duty bound, etc.

James C. Christopher

Stedman Prescott, Jr.

Eliot Siskind
Attorney for Trustees

STATE OF MARYLAND)
) to wit:
MONTGOMERY COUNTY)

I HEREBY CERTIFY that on this 17th day of November, A. D., 1958, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared James C. Christopher and Stedman Prescott, Jr., Trustees above named, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true to the best of their knowledge, information and belief and further made oath that the sale therein reported was fairly made.

WITNESS my hand and official seal.

My Commission Expires: 5/4/59

Jane W. Simmons
Notary Public:

17

LIBER 119 PAGE 333

ORDER NISI

JAMES C. CHRISTOPHER and
STEDMAN PRESCOTT, JR., Trustees
versus
JAMES A. PALMER, JR., and
JEAN PALMER, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,926 Equity

Ordered, this 22nd day of November, 19 58, That the sale of the Property in these proceedings mentioned made and reported by James C. Christopher and Stedman Prescott, Jr., Trustees

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

The report states that the amount of sale was $ 11,500.00

FILED 1958 NOV. 22 AM 11:45

George I. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JAMES C. CHRISTOPHER and
STEDMAN PRESCOTT, JR., Trustees
versus
JAMES A. PALMER, JR., and
JEAN PALMER, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of January, 1959 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi; passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew J. Byrnes
JUDGE.

FILED
1959 JAN -8 AM 9:47

13

LIBER 119 PAGE 334 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. 12,926 Equity

JAMES C. CHRISTOPHER and STEDMAN PRESCOTT, JR., Trustees
VERSUS
JAMES A. PALMER, JR., and JEAN PALMER, his wife

Ordered, this 22nd day of November, 1958, That the sale of property in these proceedings mentioned, made and reported by James C. Christopher and Stedman Prescott, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of January next.

The report states that the amount of sale was $11,500.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12926

James A. Palmer, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of January, 1959. The first insertion being made the 4th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 5472 1959 JAN -7 AM 9:49 By Marie Tate

14

JAMES C. CHRISTOPHER and STEDMAN PRESCOTT, JR., Trustees, 304 Perpetual Building Bethesda 14, Maryland	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
JAMES A. PALMER, JR. and JEAN PALMER, his wife, Pinewood Drive, South River Manor, Maryland	*	
Defendants	*	EQUITY NO. 12,926

PETITION FOR SOLICITORS FEE

TO THE HONORABLE JUDGES OF SAID COURT:

Now comes, Eliot Siskind, Solicitor for James C. Christopher and Stedman Prescott, Jr., Trustees and respectfully states as follows:

(1) That James C. Christopher and Stedman Prescott, Jr. are Trustees under a Deed of Trust from James A. Palmer, Jr. and wife Jean Palmer dated July 31, 1956 and recorded in Liber G.T.C. 1051, folio 535.

(2) That said Deed of Trust being in default necessitated the instituting of Foreclosure Proceedings.

(3) That the said James C. Christopher and Stedman Prescott, Jr., Trustees employed the said Eliot Siskind to act as their Solicitor in said Proceedings.

(4) That James C. Christopher and Stedman Prescott, Jr., Trustees as aforesaid have agreed to pay to your petitioner a fee of $50.00 for his services rendered in connection with the said Foreclosure Proceedings.

WHEREFORE, it is prayed that this Honorable Court pass an Order to the effect that the auditor in stating the account in the aforesaid Foreclosure Proceedings allow a Solicitor's fee of $50.00 for your petitioner herein.

Eliot Siskind

Eliot Siskind, Solicitor for
James C. Christopher and
Stedman Prescott, Jr. Trustees.

FILED
1959 MAY 12 PM 3:46

ORDER

Upon consideration of the aforegoing petition it is this 12th day of May, 1959 Ordered that the Auditor in stating the account of the Foreclosure Proceedings herein referred to allow a Solicitor's fee of $50.00 for the petitioner, Eliot Siskind.

FILED
1959 MAY 19 PM 1:50

Benjamin Michaelson
Judge

15

In the Case of

James C. Christopher

and

Stedman Prescott, Jr., Trustees

vs.

James A. Palmer

and

Jean Palmer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,926 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

May 13, 1959

Dr. James C. Christopher and Stedman Prescott, Jr., Trustees vs. in ac.
James A. Palmer, Jr., and Jean Palmer, his wife

To Trustees for Commissions, as agreed, viz:	100	00	100	00
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
American Casualty Co. of Reading - bond premium	75	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal documentary stamps	6	33		
One-half State documentary stamps	6	32		
Jane W. Simmons - notary fees	1	00		
Eliot I. Siskind - fee for legal services rendered (Order 5/12/59)	50	00	217	65
To Bradley Construction Corporation, holder of the deed of trust note filed in these proceedings - this balance on account claim filed	11,148	07	11,148	07
			11,517	22
Amount of principal balance due	12,550	99		
Interest thereon from 7/1/58 to 11/7/58- 129 days	269	85		
Amount advanced for taxes and insurance, (claim filed)	441	08		
	13,261	92		
Cr. Amount allowed above	11,148	07		
Balance subject to decree in personam	2,113	85		

17

with James C. Christopher and Stedman Prescott, Jr., Trustees

			Dr.	Cr.
1958				
Nov.	7	Proceeds of Sale	11,500 00	11,500 00
		Refund 1958 State and County taxes ($118.81) - 54 days	17 22	17 22
				11,517 22

LIBER 119 PAGE 339

ORDER NISI

James C. Christopher and Stedman Prescott, Jr., Trustees

VERSUS

James A. Palmer, Jr., and Jean Palmer, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,926 Equity.

ORDERED, This 19th day of May, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of June next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of June, 19....., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 JUN 24 PM 3:21

Matthew S. Crane

Judge

19

LIBER 119 PAGE 340 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. 12,926 Equity
JAMES C. CHRISTOPHER and STEDMAN PRESCOTT, Jr., TRUSTEES
versus
JAMES A. PALMER, JR., and JEAN PALMER, His Wife

Ordered this 19th day of May, 1959, That the Report and Account of the Auditor filed this day in the above entitled cause BE RATIFIED and CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of June next.

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

JU-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,926 Auditor Account James A. Palmer, Jr. was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 7 8 1959 JUN 11 AM 9:55

20

LIBER 119 PAGE 341

In the Matter of the	:	No. 13,167 Equity
Land Installment Contract of	:	In The
Harold T. Colley, Jr. and	:	CIRCUIT COURT
Laura J. Colley, his wife	:	For
	:	ANNE ARUNDEL COUNTY
	:	

MR. CLERK:

Please docket the above proceedings, file the original Land Installment Contract and record the same along with the two assignments thereon.

TOWNSHEND AND KIRK

BY: William E. Kirk

William E. Kirk, Assignee
Towns-Worth Building
South Street
Annapolis, Maryland

FILED
1959 APR 14 AM 10:28

1

LIBER 119 PAGE 342

No 13,167. Equity

BOOK 1287 PAGE 253

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

This Agreement of Sale, made this 1st day of SEPTEMBER 195..., between LOYOLA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, 1300 N. Charles st., Baltimore, 1, Md. and whose post-office address is..., who resides at..., Seller, and HAROLD T. COLLEY JR and LAURA J. COLLEY, his wife 303 Haskell Drive, Birchwood, ARNOLD, A.A.Co., Md. who resides at... and whose post-office address is..., Buyer

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

The 3rd Election District of Anne Arundel County, -

BEING known and designated as Lot Number Four (4) in Block "A" as laid down on the Plat of BIRCHWOOD (Formerly called FERNBROOK), duly recorded among the Land Records of Anne Arundel County; improvements being known as No. 303 Haskell Drive, subject to an annual ground rent of $90

at and for the cash price of ELEVEN THOUSAND & 00/100 DOLLARS $ 11,000.00

Fees and other charges, if any Other than transfer costs when property is transferred $ NONE

Insurance, covering loss by fire, _____

_____,

in the amount of $ 11,000.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires _____

Total Purchase Price (subject to annual ground rent of $90 $ 11,000.00

Paid on account by Buyer $ 100.00

Principal balance owed by Buyer $ 10,900.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at 1300 N. Charles st., Baltimore, 1, Md. (Place of payment)...

in consecutive (monthly) ~~(weekly)~~ installments of $ 105.00 each, which shall severally become due and payable on the 1st day of each and every (month) (week) beginning with the first installment due on the 1st day of September, 1958.

Interest at 5½% per annum on present unpaid balance of purchase price.

Annual Ground Rent (if any) annual ground rent is $ 90.00

Present Annual Taxes estimated at $141.85 $

Estimated Annual Water Rent Water rent to be paid by buyer to County or to seller, whichever way bills are rendered according to his consumption of water, over monthly payments $

Insurance Premiums $

Other Public Charges, as follows If any other charges are made by A.A.Co. they are to be paid by buyers in addition to their usual monthly payments $

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

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

Collateral security (if any) taken for vendee's obligation under this contract: NONE

FILED
1958 APR. 14

2

When principal indebtedness shall have been reduced by $2,000.00 and payments are not in default, sellers agree to transfer title to buyers and take back purchase money mortgage for entire balance on the 5½% 20 year plan

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 5½ 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.

THE SELLER has/has not received notice from a public agency requiring repairs or improvements to be made to the property herein described.

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 right of possession has been given.

Ground rent, rent, water rent, taxes (including Metropolitan District charges for water and sewer, if any) and other public charges, on an annual basis, against the premises shall be apportioned as of September 1, 1958, 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.

LOYOLA FEDERAL SAVINGS & LOAN ASSN.

Ralph C. Talbott — Witness — Loyola Federal Savings & Loan Assoc. (SEAL) Seller's Signature

Ralph C. Talbott — Witness — Charles J. Fleury (SEAL) Seller's Signature Vice Pres

Date signed by Seller Sept 27 1958

Ralph C. Talbott — Witness — Harold T. Colley (SEAL) Buyer's Signature

Ralph C. Talbott — Witness — Laura J. Colley (SEAL) Buyer's Signature

Date signed by Buyer Sept 27 1958

RECEIPT FOR COPY OF THIS CONTRACT

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

27th day of Sept 1958

975

Ralph C. Talbott — WITNESS — Harold T. Colley Jr. Buyer — HAROLD J. COLLEY

Ralph C. Talbott — WITNESS — Laura J. Colley Buyer — LAURA J. COLLEY

RALPH C. TALBOTT Recorded April 14, 1959 at 10:41 A.M.

4

LIBER 119 PAGE 344

DEC - 3 1958

#1 For value received, the undersigned does hereby assign all of its right, title, and interest to the within contract unto Birchwood Development ~~Company, Inc.~~ Corporation.

Witness the signature of Charles J. Fleury, Vice President, and its corporate seal duly attested by its Assistant Secretary.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST: Elizabeth M. Herr
Elizabeth M. Herr
Assistant Secretary

BY Chas J. Fleury
Charles J. Fleury
Vice President

Recorded April 14, 1959 at 10:41 A.M. 100

#2 For value received, the undersigned does hereby assign all of its right, title and interest to the within contract unto William E. Kirk, Attorney, for the purpose of foreclosure.

Witness the signature of George W. Dorsey, Sr., President of Birchwood Development Corporation., this 10th day of April, 1959.

BIRCHWOOD DEVELOPMENT CORPORATION

ATTEST: Ellen D. Bowen
ELLEN D. BOWEN

BY: George W. Dorsey
George W. Dorsey, President

BIRCHWOOD DEVELOPMENT CORPORATION SEAL MARYLAND

Rec'd for record April 14, 1959 at 10:41 AM. 100
Mailed to Filed in Equity 13167

Amt #1

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 APR 14 AM 10:41
& RECORDED IN LIBER GTC
NO 1287 FOLIO 256
GEO. T. CROMWELL, CLERK

Amt #2

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 APR 14 AM 10:41
& RECORDED IN LIBER GTC
NO 1287 FOLIO 256
GEO. T. CROMWELL, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 APR 14 AM 10:41
& RECORDED IN LIBER GTC
NO 1287 FOLIO 253
GEO. T. CROMWELL, CLERK

Filed in Equity 13167
Loyola Federal Savings and Loan Association, abc
Harold T. Colley Jr. and Laura J. Colley, his wife

Crookshy 1175

LIBER 119 PAGE 345

BIRCHWOOD DEVELOPMENT CORPORATION

Residental Homes - Sales And Rentals

PRINCE FREDERICK, MARYLAND

GEORGE W. DORSEY, SR.
PRESIDENT
GEORGE W. DORSEY, JR.
VICE-PRESIDENT
ELLEN D. BOWEN
SECRETARY AND
TREASURER

March 5th, 1959.

PHONE:
PRINCE FREDERICK 134

16/3,167 Equity

Harold T. Colley & Wife
303 Haskell Drive
(Birchwood)
Arnold, Md.

TO

Birchwood Development Corp, DR
Prince Frederick, Md.

December	1st 1958	Payment - - - -	$110.00
January	1st 1959	" - - - -	110.00
February	1st 1959	" - - - -	110.00
March	1st 1959	" - - - -	110.00
April	1st 1959	" - - - -	110.00
Total due as of April 1st, 1959.			$550.00

FILED
1959 APR 14 AM 10:29

Certified just and correct and
payment not received-

Birchwood Development Corporation

By George W. Dorsey
President,

STATE OF MARYLAND, CALVERT COUNTY, to-wit:

I HEREBY CERTIFY, that on this 5th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared George W. Dorsey, President of Birchwood Development Corporation, and made oath in due form of law that the hereinabove statement is true, just, and correct, and that payment therefor has not been received.

AS WITNESS my hand and Notarial Seal.

Barbara Jeanne Humphreys
Notary Public BARBARA JEANNE HUMPHREYS

BARBARA JEANNE HUMPHREYS NOTARY PUBLIC STATE OF MARYLAND

In the Matter of the	:	NO. 13.167 EQUITY
Land Installment Contract of	:	IN THE
HAROLD T. COLLEY, JR. and	:	CIRCUIT COURT
LAURA J. COLLEY, 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 the said County, personally appeared George W. Dorsey, President of Birchwood Development Company, Inc., 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.

George W. Dorsey

George W. Dorsey, President of
Birchwood Development Company, Inc.

Subscribed and sworn to before
me, this 9th day of April, 1959.

Elizabeth B. Schappert
Notary Public

My commission expires 5/4/59

FILED

1959 APR 14 AM 10:30

In the Matter of the	:	NO. 13,167 Equity
Land Installment Contract of	:	In The
HAROLD T. COLLEY, JR. and	:	CIRCUIT COURT
LAURA J. COLLEY, his wife	:	For
	:	ANNE ARUNDEL COUNTY

AFFIDAVIT OF COMPLIANCE WITH ARTICLE 21, SECTION 113

I HEREBY CERTIFY that on the 14th day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and he made oath in due form of law that certified letters were sent to Harold T. Colley and to Laura J. Colley, at their last known address, on March 5, 1959, giving them thirty (30) days notice of the termination of the Land Installment Contract filed in the above entitled proceedings, and the amount of payments then in default; that, attached hereto, are the registry receipts and the returned notices, marked "unclaimed".

William E. Kirk

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED

1959 APR 14 AM 10:29

10

13,167-Equity

March 5, 1959

Mrs. Laura J. Colley
303 Haskell Drive, Birchwood
Arnold, Maryland

RE: Land Installment Contract for Lot 4,
Block A - Birchwood

Dear Mrs. Colley:

On September 1, 1958, you and your husband entered into a land installment contract of sale with Loyola Federal Savings and Loan Associat on of 1300 N. Charles Street, Baltimore, Md., for the purchase of certain property in the Third Election District of Anne Arundel County, known and designated as Lot No. 4, Block A, as laid down on the plat of Birchwood (formerly called Fernbrook), the improvements thereon being known as No. 303 Haskell Drive. (This property is subject to an annual ground rent of $90.00.) On December 3, 1958, the Loyola Federal Savings and Loan Association assigned all of their right, title and interest to said contract unto Birchwood Development Company, Inc.

The records of the Birchwood Development Company, Inc. show that the monthly payments in the amount of $110.00, due on the first of December, January, February and March have not been paid, and that you are in default on your contract in the total amount of $440.00 at this date.

This letter is to notify you of the intention of Birchwood Development Company, Inc. to terminate this contract on April 7, 1959, unless you have complied with the terms and conditions of this contract before that date. In other words, it will be necessary to pay the $440.00 now due, plus $110.00 in addition, which will be due on April 1, 1959, or otherwise, the contract will terminate on April 7th.

Very truly yours,

WilliamE. Kirk

WEK:gns

FILED
1959 APR 14 AM 10:29

Exhibit

9

LIBER 119 PAGE 349

13167-Equity

March 5, 1959

Mr. Harold T. Colley, Jr.
303 Haskell Drive, Birchwood
Arnold, Maryland

RE: Land installment contract for Lot 4,
Block A - Birchwood

Dear Mr. Colley:

On September 1, 1958, you and your wife entered into a land installment contract of sale with Loyola Federal Savings and Loan Association of 1300 N. Charles Street, Baltimore, Md., for the purchase of certain property in the Third Election District of Anne Arundel County, known and designated as Lot 4, Block A as laid down on the plat of Birchwood (formerly called Fernbrook), the improvements thereon being known as No. 303 Haskell Drive. (This property is subject to an annual ground rent of $90.00.) On December 3, 1958, the Loyola Federal Savings and Loan Association assigned all of their right, title and interest to said contract unto Birchwood Development Company, Inc.

The records of the Birchwood Development Company, Inc. show that the monthly payments in the amount of $110.00, due on the first of December, January, February and March have not been paid, and that you are in default on your contract in the total amount of $440.00 at this date.

This letter is to notify you of the intention of Birchwood Development Company, Inc. to terminate this contract on April 7, 1959, unless you have complied with the terms and conditions of this contract before that date. In other words, it will be necessary to pay the $440.00 now due, plus $110.00 in addition, which will be due on April 1, 1959, or otherwise, the contract will terminate on April 7th.

Very truly yours,

William E. Kirk

WEK:gns

FILED

1959 APR 14 AM 10:29

Exh. b-f

8

WILLIAM E. KIRK, ATTORNEY
TOWNS*WORTH BLDG., SOUTH ST.
ANNAPOLIS, MARYLAND

13.167 Equity

ASSIGNEE'S SALE

OF

VALUABLE IMPROVED REAL ESTATE
(LEASEHOLD)

Under and by virtue of the terms contained in a Land Installment Contract to Harold T. Colley, Jr. and Laura J. Colley, his wife, VENDEES, dated September 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1287 folio 253, whereby, upon default, VENDOR may sell the property described therein pursuant to Article 21, Section 113; default having occurred thereunder, and said Land Installment Contract having been assigned to William E. Kirk, for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door,

TUESDAY, MAY 12, 1959

at 11 o'clock A. M.

All that leasehold estate situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot #4, Block A, as shown on the Revised Plat of Fernbrook, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 29, page 31; said property also being known as #303 Haskell Drive, subject, however, to an annual ground rent of Ninety Dollars ($90.00) payable semi-annually on the 19th day of April and October of each and every year.

Being the same property sold by Loyola Federal Savings and Loan Association, a body corporate, to Harold T. Colley, Jr. and Laura J. Colley, his wife, under a certain Land Installment Contract dated September 1, 1958, and recorded among the aforesaid Land Records in Liber G.T.C. 1287 folio 253; the leasehold estate having been conveyed to the Birchwood Development Corporation by a deed of assignment dated December 3, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1258, folio 290; and said Land Installment Contract having been assigned to the Birchwood Development Corporation by Loyola Federal Savings and Loan Association by short assignment, dated December 3, 1958 and recorded among the Land Records of Anne Arundel

FILED
1959 APR 14 AM 10:29

11

County in Liber G.T.C. 1287 folio 256.

The above property is improved by a dwelling with modern conveniences, and is subject to an existing first mortgage in favor of Loyola Federal Savings and Loan Association, dated December 3, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1258, folio 290.

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

For further particulars, apply to:

William E. Kirk, Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Robert Campbell, Auctioneer

Maryland Gazette Press
April 16, 23, 30
May 7

WILLIAM E. KIRK, ATTORNEY
Towns-Worth Bldg., South St.,
Annapolis, Maryland

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE (LEASEHOLD)

No. 13,167 EQUITY

Under and by virtue of the terms contained in a Land Installment Contract to Harold T. Colley, Jr. and Laura J. Colley, his wife, VENDEES, dated September 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1287 folio 253, whereby, upon default, VENDOR may sell the property described therein pursuant to Article 21, Section 113; default having occurred thereunder, and said Land Installment Contract having been assigned to William E. Kirk, for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door,

Tuesday, May 12, 1959
at 11 o'clock A. M.

ALL that leasehold estate situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 4, Block A, as shown on the Revised Plat of Fernbrook, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 29, page 31; said property also being known as No. 303 Haskell Drive, subject, however, to an annual ground rent of Ninety Dollars ($90.00) payable semi-annually on the 19th day of April and October of each and every year.

BEING the same property sold by Loyola Federal Savings and Loan Association, a body corporate, to Harold T. Colley, Jr. and Laura J. Colley, his wife, under a certain Land Installment Contract dated September 1, 1958, and recorded among the aforesaid Land Records in Liber G.T.C. 1287 folio 253; the leasehold estate having been conveyed to the Birchwood Development Corporation by a deed of assignment dated December 3, 1958; and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1258, folio 290; and said Land Installment Contract having been assigned to the Birchwood Development Corporation by Loyola Federal Savings and Loan Association by short assignment, dated December 3, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1287 folio 256.

The above property is improved by a dwelling with modern conveniences, and is subject to an existing first mortgage in favor of Loyola Federal Savings and Loan Association, dated December 3, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1258, folio 290.

TERMS OF SALE: A cash deposit of Five Hundred Dollars ($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.

For further particulars, apply to:

WILLIAM E. KIRK, Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland
Robert Campbell, Auctioneer

M-7

LIBER 119 PAGE 352 OFFICE

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

Assignee's Sale

Eq. 13,167

Harold T. Colley

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 May, 1959. The first insertion being made the 16th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED
1959 MAY 11 PM 12 02

13

LIBER 119 PAGE 353

GLOBE INDEMNITY COMPANY

LIBER 9 PAGE 595

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,167 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William E. Kirk as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand Dollars ($11,000.00) - - - - - - - - - - - - - - - - , current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of May , 1959

WHEREAS by virtue of a power of sale contained in a ~~Mortgage~~ Land Installment Contract from Harold T. Colley, Jr. and Laura J. Colley, his wife to Loyola Federal Savings & Loan Association , bearing date on or about the 1st day of September, 1958, the said William E. Kirk as Assignee, is authorized and empowered to make sale of the property described in said ~~Mortgage~~ Land Installment Contract in case default should occur in the principal debt secured by said ~~Mortgage~~ Land Installment Contract 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 E. Kirk as Assignee of said ~~Mortgage~~ Land Installment Contract is about to execute said power and make sale of the property described in said ~~Mortgage~~ Land Installment Contract.

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:

William E. Kirk (SEAL)
William E. Kirk, PRINCIPAL

Kathleen L. Woelfel
Kathleen L. Woelfel, as to both

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond Approved this 12th day of May 1959

FILED

1959 MAY 12 AM 10:58 George T. Cromwell, Clerk

14

ROBERT H. CAMPBELL LIBER 119 PAGE 354 AUCTIONEER

WILLIAM E. KIRK, ATTORNEY
TOWNS-WORTH BLDG., SOUTH ST.
ANNAPOLIS, MARYLAND

No. 13,167 Equity

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

(LEASEHOLD)

No. 13,167 Equity

Under and by virtue of the terms contained in a Land Installment Contract to Harold T. Colley, Jr. and Laura J. Colley, his wife, VENDEES, dated September 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1287, folio 253, whereby, upon default, VENDOR may sell the property described therein pursuant to Article 21, Section 113; default having occurred thereunder, and said Land Installment Contract having been assigned to William E. Kirk, for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door,

Tuesday, May 12, 1959

AT 11 O'CLOCK, A.M.

All that leasehold estate situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland.

Known and designated as Lot No. 4, Block A, as shown on the Revised Plat of Fernbrook, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 29, page 31; said property also being known as No. 303 Haskell Drive, subject, however, to an annual ground rent of Ninety Dollars ($90.00) payable semi-annually on the 19th day of April and October of each and every year.

Being the same property sold by Loyola Federal Savings and Loan Association, a body corporate, to Harold T. Colley, Jr. and Laura J. Colley, his wife, under a certain Land Installment Contract dated September 1, 1958, and recorded among the aforesaid Land Records in Liber G.T.C. 1287, folio 253; the leasehold estate having been conveyed to the Birchwood Development Corporation by a deed of assignment dated December 3, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1258, folio 290; and said Land Installment Contract having been assigned to the Birchwood Development Corporation by Loyola Federal Savings and Loan Association by short assignment, dated December 3, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1287, folio 256.

The above property is improved by a dwelling with modern conveniences, and is subject to an existing first mortgage in favor of Loyola Federal Savings and Loan Association, dated December 3, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C 1258, folio 290.

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

For further particulars, apply to:

WILLIAM E. KIRK, ATTORNEY,
Towns-Worth Bldg., South St.
Annapolis, Maryland

FILED

1959 MAY 14 PM 2:31

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

No. 13,167 Equity

Annapolis, Maryland
Tuesday, May 12, 1959

I hereby certify that I have this 12th day of May, 1959, sold the property of William E. Kirk, Assignee, known as Lot 4, Block A, as shown on the Revised Plat of Fernbrook, Anne Arundel County, Maryland, for Birchwood Development Corporation, unto BIRCHWOOD DEVELOPMENT CORPORATION

at and for the sum of FIVE HUNDRED DOLLARS ($500.00).

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

Robert H. Campbell

Annapolis, Maryland
Tuesday, May 12, 1959.

I/We hereby certify that I/we have this 12th day of May, 1959, purchased from William E. Kirk, Assignee, the property known as Lot 4, Block A, as shown on the Revised Plat of Fernbrook, Anne Arundel County, Maryland, for Birchwood Development Corporation, at and for the sum of Five Hundred Dollars ($500.00)

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

BIRCHWOOD DEVELOPMENT CORPORATION

BY: _____
Geo. W. Dorsey, Pres., Purchaser

_____
Purchaser

FILED
1959 MAY 14 PM 2:31

16

In the Matter of the	:	NO. 13,167 EQUITY
Land Installment Contract of	:	IN THE
HAROLD T. COLLEY, JR. and	:	CIRCUIT COURT
LAURA J. COLLEY, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William E. Kirk, Assignee named in the Land Installment Contract filed in these proceedings respectfully shows:

That under and by virtue of a power of sale contained in a Land Installment Contract from Loyola Federal Savings and Loan Association, VENDOR to Harold T. Colley, Jr. and Laura J. Colley, his wife, VENDEES, dated September 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1287, folio 253, and subsequently assigned by Loyola Federal Savings and Loan Association to Birchwood Development Corporation, whereby, upon default, VENDOR may sell the property described therein pursuant to Article 21, Section 113 of the Annotated Code of Maryland default having occurred thereunder, and said Land Installment Contract having been assigned to William E. Kirk, for the purpose of foreclosure, the said William E. Kirk, Assignee named in the assignment to make sale of the property therein described, 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 Land Installment Contract and of the law for such cases made and provided, offered the property in said Land Installment Contract at public auction at the Court House door on Tuesday, May 12, 1959, at 11:00 O'clock A.M., subject, however, to a first mortgage held by Loyola Federal Savings and Loan Association, and then and there sold the said property to Birchwood Development Corporation at and for the sum of Five Hundred Dollars ($500.00), being at that figure the highest bidder therefor, said property being described as follows:

FILED

1959 MAY 14 PM 2:31

17

All that leasehold estate situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 4, Block A, as shown on the Revised Plat of Fernbrook, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 29, page 31; said property also being known as No. 303 Haskell Drive, subject, however, to an annual ground rent of Ninety Dollars ($90.00) payable semi-annually on the 19th day of April and October of each and every year.

Being the same property sold by Loyola Federal Savings and Loan Association, a body corporate, to Harold T. Colley, Jr. and Laura J. Colley, his wife, under a certain Land Installment Contract dated September 1, 1958, and recorded among the aforesaid Land Records in Liber G.T.C. 1287, folio 253; the leasehold estate having been conveyed to the Birchwood Development Corporation by a deed of assignment dated December 3, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1258, folio 290; and said Land Installment Contract having been assigned to the Birchwood Development Corporation by Loyola Federal Savings and Loan Association by short assignment, dated December 3, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1287, folio 256.

AND the said Assignee further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

WILLIAM E. KIRK, Assignee
named in Assignment

18

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of May, 1959, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee named in assignment, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Alice Gary
Notary Public

ORDER NISI

LIBER 119 PAGE 359

IN THE MATTER OF THE LAND INSTALLMENT CONTRACT OF HAROLD T. COLLEY, JR. and ~~XXXXXX~~ LAURA J. COLLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,167 Equity

Ordered, this 14th day of May, 19 59, That the sale of the Property in these proceedings mentioned made and reported by William E. Kirk, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of June next.

The report states that the amount of sale was $ 500.00

FILED 1959 MAY 14 PM 2:31

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE LAND INSTALLMENT CONTRACT OF HAROLD T. COLLEY, JR. and ~~XXXXXX~~ LAURA J. COLLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 24th 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. Ewing
JUDGE.

FILED

1959 JUN 24 PM 3:20

20

LIBER 119 PAGE 360 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,167 Equity

In the Matter of the Land Installment Contract of HAROLD T. COLLEY, JR., and LAURA J. COLLEY, his wife

Ordered, this 14th day of May, 1959, That the sale of the Property in these proceedings mentioned, made and reported by William E. Kirk, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of June next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of June next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,167

Harold T. Colley, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of June, 1959. The first insertion being made the 21st day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

21

FILED

No. M. G. 1959 June 15 AM 9:41

In the Matter of the	*	NO. [illegible] EQUITY
Land Installment Contract of	*	IN THE
HAROLD T. COLLEY, JR. and	*	CIRCUIT COURT
LAURA J. COLLEY, his wife	*	FOR
	* * * *	ANNE ARUNDEL COUNTY

AMENDED STATEMENT OF LAND INSTALLMENT CONTRACT CLAIM

Amount of Land Installment Contract from Harold T. Colley and Laura J. Colley dated September 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1287, folio 253		$10,900.00
Total amount paid on principal		165.89
		$10,734.11
Interest from November 1, 1958 to May 12, 1959 . .	$314.87	
Ground Rent from Sept. 1, 1958 to May 12, 1959 . .	62.46	377.33
Total amount of indebtedness due		$11,111.44

William E. Kirk, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of July, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William E. Kirk, Assignee, and acknowledged the aforegoing Statement of Land Installment Contract Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1959 JUL 13 AM 11:36

22

In the Case of

In the Matter of the Land
Installment Contract
of
~~xxx~~
Harold T. Colley, Jr.,
and
Laura J. Colley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,167 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklosing
Auditor.

July 11, 1959

23

Dr. In the Matter of the Land Installment Contract of Harold T. Colley, Jr., and Laura J. Colley, his wife

			in ac.	
To Assignee for Commissions, viz:	33	00	33	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	12	81		
Globe Indemnity Co. - bond premium	44	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps		28		
One-half State documentary stamps		55		
Clerk of Court - recording assignment	1	00		
Alice Gary - affidavits	1	00	175	88
To Assignee for Taxes, viz: 1959 State and County taxes ($157.09) - 4 months 12 days	56	81	56	81
To Assignee for Benefit Charges, viz: Metered water to 5/11/59	11	70	11	70
To Birchwood Development Corporation, Assignee of the Land Installment Contract filed herein - this balance on account claim	171	11	171	11
			500	00
Amount of Amended Claim Filed	11,111	44		
Cr. Amount allowed above	171	11		
Balance due	10,940	33		

24

with William E. Kirk, Assignee Cr.

1959				
May	12	Proceeds of Sale (subject to first mortgage)	500 00	500 00
				500 00

LIBER 119 PAGE 365

ORDER NISI

In the Matter of the Land Installment Contract of ~~XXXXXXX~~ Harold T. Colley, Jr., and Laura J. Colley, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,167 Equity.

1959 JUL 13 AM 11:35

ORDERED, This 13th day of July, 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 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 17th day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th 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.

1959 AUG 19 [illegible]

Matthew S. Evans
JUDGE

26

LIBER 119 PAGE 366 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. 13,167 Equity

IN THE MATTER OF THE LAND INSTALLMENT CONTRACT OF HAROLD T. COLLEY, JR., AND LAURA J. COLLEY, HIS WIFE

Ordered, this 13th day of July, 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 contray be shown on or before the 17th 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 17th day of August next.

GEORGE T. CROMWELL, Clerk

True Copy TEST:
GEORGE T. CROMWELL, Clerk

jy-30,

CERTIFICATE OF PUBLICATION

Annapolis, Md., *August 5*, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,167

Auditor Account

Harold T. Colley, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *3* successive weeks before the *17th* day of *August*, 1959. The first insertion being made the *16th* day of *July*, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. *10094*

1959 AUG -5 P

By *H. O'Tilghman*

27

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
SIDNEY A. COOK AND GARNETT M. COOK, HIS WIFE	:	(In Equity)

No. 13,066 Equity

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 Sidney A. Cook and Garnett M. Cook, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records for Anne Arundel County in Liber G.T.C. No. 1067 folio 83.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1959 JAN 30 AM 11:24

City and County Form.

LIBER 119 PAGE 368

LIBER 1067 PAGE 83

No. 13,066 Equity

This Mortgage, Made this 2nd day of October, in the year one thousand, nine hundred and fifty-six, between SIDNEY A. COOK and GARNETT M. COOK, his wife, of ANNE ARUNDEL COUNTY, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHTY-NINE HUNDRED AND NINETY-FIVE ($8995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of SIXTY-FOUR and 45/100 ($64.45) Dollars, commencing on the first day of December, 19____, 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, Third Election Dist., in said State, and described as follows:

BEING known and designated as Lot 7 Block B 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 an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company unto said Mortgagors herein.

FILED

1959 JAN 30 AM 11:24

"Plaintiffs 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 $90.00 payable half-yearly on the 2nd. days of April and October, in each and every year.

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $75.00 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:

Sidney A. Cook (SEAL)
SIDNEY A. COOK

XXXXXXXXXX (SEAL)

John R. Holland Jr. (SEAL)
JOHN R. HOLLAND, JR.

GARNETT M. COOK

Garnett M. Cook (SEAL)

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LIBER 119 PAGE 371

LIBER 1067 PAGE 86

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared SIDNEY A. COOK and GARNETT M. COOK, his wife,

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

AS WITNESS my hand and Notarial Seal.

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

Reo'd for record Oct. 3 1956 at 1:06 P.M.
Mailed to Callahan + Calwell

JOHN R. HOLLAND, JR. Notary Public.

160-7584

MORTGAGE

FROM

SIDNEY A. COOK and GARNETT M. COOK, his wife,

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 195

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

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 OCT -3 PM 1 06 & RECORDED IN LIBER GGC NO 1067 FOLIO 83 GEO. T. CROMWELL, CLERK

Cost of Record, $ 9.00

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

FORM 108 - 8-55

Application No. 42154
Written by
Approved by Examiner
Ready for Record

LIBER 119 PAGE 372

No. 13,066 County

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of January, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Sidney A. Cook and Garnett M. Cook, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1959 JAN 30 AM 11:25

6

WALTER S. CALWELL

Attorney Named in Mortgage

VS.

SIDNEY A. COOK AND

GARNETT M. COOK, HIS WIFE

LIBER 119 PAGE 373

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,066 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from said Sidney A. Cook and Garnett M. Cook, his wife

to Baltimore Federal Savings and Loan Association

dated the 2nd day of October 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 Folio 83 .

Amount of Mortgage		$8995.00
Less - amount paid on principal		23.19
		8971.81
Plus - interest to 1/28/59		400.88
		9372.69
Less - balance in expense account		220.12
		9152.57

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 28th day of January in the year nineteen hundred and fifty-nine before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

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

AS WITNESS my hand and Notarial seal.

FILED

1959 JAN 30 AM 11:24

Clara M. Link

Clara M. Link Notary Public

7

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

LIBER 9 PAGE 575

1-369

LIBER 119 PAGE 374

280679

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

No. 13,066 Equity

Know All Men by These Presents:

That we Joseph J. Callahan - (Alternate Attorney-Named-in-Mortgage) 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 10th - - - - - - - - - - - - - - - - - - day of April - - - - - - - - in the year nineteen hundred and fifty-nine

Whereas, the above bounden Joseph J. Callahan

by virtue of the power contained in a Mortgage from Sidney A. Cook and Garnett M. Cook, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 2nd day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1067, Folio 83, and

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

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

Now the Conditions of this Obligation are Such, That if the above bounden Joseph J. Callahan

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

~~Attest~~ As to Surety:

M.S. Evans

Joseph J. Callahan (Seal)
Joseph J. Callahan-Alternate Attorney-in-Mtge
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond Approved this 11th day of April 1959.

George T. Cromwell Clerk

1959 APR 11 AM 10:08

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
SIDNEY A. COOK AND GARNETT M. COOK, HIS WIFE	:	(In Equity) No. 13,066 Eq.

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Walter S. Calwell, Attorney Named in the Mortgage in the above entitled foreclosure proceedings, respectfully represents:-

1. That the foreclosure sale of the mortgaged premises herein has been advertised and scheduled for public sale on Tuesday, April 14th, 1959 at 3.30 P.M.

2. That the Mortgage filed in these proceedings also authorizes Joseph J. Callahan as alternate Attorney, after default, to make sale of the mortgaged premises, herein advertised.

3. That your Petitioner now finds it impossible to attend the sale scheduled to take place at the mentioned time thereby making it necessary for the said alternate Attorney named in the Mortgage, Joseph J. Callahan, with permission of this Honorable Court, to attend and conduct said sale in the place and stead of your Petitioner.

4. That Joseph J. Callahan is a partner in the Law Firm of Callahan and Calwell and is familiar with these foreclosure proceedings and the property to be sold herein.

WHEREFORE your Petitioner prays that this Honorable Court grant leave unto the said Joseph J. Callahan to conduct and fully consummate the foreclosure proceedings herein as alternate Attorney Named in the aforementioned Mortgage.

FILED

1959 APR 11 AM 10:08

J 9

AND AS IN DUTY BOUND ETC.

Walter S. Calwell - Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, 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 City aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage, and he made oath in due form of Law that the matters and facts above 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

ASSENT

Baltimore Federal Savings and Loan Association assents to the passage of the Order as prayed.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Joseph M. Hisley - Vice President

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UPON the aforegoing Petition and Affidavit, it is this 11th day of April, in the year 1959, by the Circuit Court for Anne Arundel County (In Equity)

ORDERED that Joseph J. Callahan be, and he is hereby, granted leave in the place and stead of Walter S. Calwell as alternate Attorney Named in the Mortgage, filed in the above proceedings, to carry on the foreclosure sale and all future proceedings therein.

Benjamin Michaelson
Judge.

FILED
1959 APR 13 PM 12:10

11

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Sidney A. Cook and Garnett M. Cook, his wife, to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067, folio 83 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction, on the premises on

Tuesday, April 14th, 1959 at 3:30 P. M.

all that leasehold lot of ground situate and lying in the 3rd Election District of Anne Arundel County on Lockwood Road near Mountain Road, Pasadena Section, and described as follows:

Being known and designated as Lot No. 7 Block B, as shown on a Plat entitled "Second Revised Plat Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12.

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

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

The improvements consist of a modern one story frame dwelling, containg 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.

A-9

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LIBER 119 PAGE 378 OFFIC OF

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 Attorney's Sale Equity No. 13,066 Sidney A. Cook

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of April, 1959. The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 APR 13 By [illegible] Tilghman

CAL[illegible]AN 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 Sidney A. Cook and Garnett M. Cook, his wife, to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067, folio 83 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction, on the premises on

Tuesday,
April 14th, 1959.
at 3:30 P. M.

all that leasehold lot of ground situate and lying in the 3rd Election District of Anne Arundel County on Lockwood Road near Mountain Road, Pasadena Section, and described as follows:

Being known and designated as Lot No. 7 Block B, as shown on a Plat entitled "Second Revised Plat Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12.

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

SUBJECT to the payment of an annual ground rent of $00.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containg 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.

A-9

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT

VS. : FOR

SIDNEY A. COOK AND GARNETT M. COOK, HIS WIFE : ANNE ARUNDEL COUNTY

: (In Equity)

Equity No. 13,066

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of ~~Walter S. Calwell~~ Joseph J. Callahan, Alternate Attorney Named in Mortgage, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 83 from said Sidney A. Cook and Garnett M. Cook, 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~~ Joseph J. Callahan, Alternate 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 14th day of April, 1959 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 7 Block B, 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.

FILED

1959 APR 16 AM 9:10

13

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, by adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Ninety ($90.00) Dollars, at and for the sum of Seventy-five Hundred ($7500.00) Dollars, said purchaser being then and there the highest bidder.

Joseph J. Callahan -
Alternate Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th 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 ~~Walter S. Caldwell~~, Joseph J. Callahan, Alternate Attorney as aforementioned 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 119 PAGE 381

ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

SIDNEY A. COOK AND
GARNETT M. COOK, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,066 Equity

Ordered, this 16th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by Joseph J. Callahan, Alternate 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 $7500.00

George T. Cromwell Clerk.

True Copy,
FILED
1959 APR 16 AM 9:10

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

SIDNEY A. COOK AND
GARNETT M. COOK, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 26th day of May, 1959, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 MAY 26 PM 3:32

15

LIBER 119 PAGE 382 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. 13,066 Equity

Walter S. Calwell, Attorney
Named in Mortgage
versus
Sidney A. Cook, and
Garnett M. Cook, his wife

Ordered, this 16th day of April, 1959. That the sale of the Property in these proceedings mentioned made and reported by Joseph J. Callahan, Alternate 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 $7500.00

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 19, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,066

Sidney A. Cook

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of May, 1959. The first insertion being made the 23rd day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

FILED
MAY 19 PM 1:08

No. M.G. 7 2 2 X 1959

16

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Sidney A. Cook
and
Garnett M. Cook, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,066 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. Tickling
Auditor.

July 8, 1959

LIBER 119 PAGE 384

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Sidney A. Cook and Garnett M. Cook, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	256	47	331	47
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	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	36	80		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Clara M. Link - four affidavits	2	00	135	81
To Attorney for Taxes, viz: 1959 State and County taxes - 3 months 14 days	36	99	36	99
To Attorney for Ground Rent, viz: Ground rent from 4/2/59 to 4/14/59 @ $90.00 per year - 12 days	3	00	3	00
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,986	08	6,986	08
			7,549	10
Amount of mortgage claim filed	9,152	57		
Cr. Amount allowed above	6,986	08		
Balance subject to decree in personam	2,166	49		

18

with Joseph J. Callahan, Alternate Attorney named in Mortgage Cr.

1959				
Apr.	14	Proceeds of Sale	7,500 00	
		Interest on deferred payment to 5/26/59	49 10	7,549 10
				7,549 10

LIBER 119 PAGE 386

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Sidney A. Cook

and

Garnett M. Cook, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,066 Equity.

ORDERED, This 17th day of July, 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 24th 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 24th day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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.

Matthew S. Evans

JUDGE

LIBER 119 PAGE 387 OFF' - OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,066 Auditor Account Sidney A. Cook was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of August, 1959. The first insertion being made the 23rd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,066 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
SIDNEY A. COOK and
GARNETT M. Cook, his wife

Ordered, this 17th day of July, 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 24th 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 24th day of August next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

A-6

FILED
1959 AUG 7 AM 11:08

No. M. G. 102 AUG 7

21

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF CHARLES A. DODSON AND GERALDINE MAE DODSON	*	IN THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 13134

****

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage and assignment of mortgage for purposes of foreclosure in this foreclosure suit.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Assignee for Purposes of Foreclosure

FILED

1959 MAR 13 PM 3:36

MORTGAGE FEE—CITY OR COUNTY—Form 10.

LIBER 119 PAGE 389

LIBER 966 PAGE 94

No. 13,134 County

PURCHASE MONEY
THIS MORTGAGE, Made this 1st day of August

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

CHARLES A. DODSON and GERALDINE MAE DODSON

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

SAMUEL H. KEETS & NUNLEY F. KEETS, joint tenants, , Mortgagees , of the second part:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full and just sum of Four thousand seven hundred sixty-five dollars ($4,765.00), being the balance of the purchase money for the hereinafter described property, for the proper payment whereof the said Mortgagors have passed to the said Mortgagees their joint and several promissory note of even date herewith for the sum of Four thousand seven hundred sixty-five dollars ($4,765.00) payable in monthly installments of $40.00. Said monthly installments of $40.00 shall include interest payments on the unpaid principal sum at the rate of six per cent. per annum. The first installment shall be due on 1 August 1955, and an installment shall be due on the first of each and every month thereafter until the said indebtedness is paid in full. The said Mortgagors shall have the right and privilege of making larger payments or paying all of said indebtedness at any time.

AND WHEREAS, the execution of these presents to secure the payment of the aforesaid note was a condition precedent to said indebtedness.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said CHARLES A. DODSON and GERALDINE MAE DODSON

do grant and convey unto

SAMUEL H. KEETS & NUNLLY F. KEETS, as joint tenants, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Eighth Election District of the County aforesaid, and described as follows, to wit:—Beginning for the same at a pipe on the north side of the State Road leadin from Mt. Zion to Drury, said pipe being the following seven courses and distances along the said road from where the North 0° 30' West 143¾ perch line of the conveyance from Joseph McCeney to Zacariah McCeney by deed dated 4 October 1817 and recorded in the Maryland Hall of Records in A. A. Co. 4, folio 887, (see Liber W.S.G. 5, folio 378,) intersects the north side of said State Road: South 78° 44' 30" West 78.75 feet to a pipe; South 77° 28' 30" West 70 feet to a pipe; South 75° 28' 30" West 65 feet to a pipe; South 71° 25' 30" West 70 feet to a pipe; South 66° 28' 30" West 75 feet to a pipe; South 61° 20' 30" West 75 feet to a pipe; and South 55° 19' 30" West 1055 feet to the said place of beginning: and running from thence with the north side of said State Road, South 55° 19' 30" West 35.69 feet to a pipe; thence South 48° 01' 10" West 114.31 feet to a pipe; thence leaving said road North 41° 58' 50" West 276.78 feet to a pipe; thence North 55° 19' 30" East 184.27 feet to a pipe; thence South 34° 40' 30" East 260 feet to the place of beginning. Containing 1.02 acres, more or less, and being Lot No. 20 of the Keets property, according to a survey and plat thereof made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in June 1955.

FILED

1959 MAR 13 PM 3:36

2

BEING the same property which was conveyed to Charles A. Dodson and Geraldine Mae Dodson by the Mortgagees herein by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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. Keets & Nunley F. Keets, as joint tenants, their **heirs and assigns, forever.**

Provided, that if the said

Charles A. Dodson and Geraldine Mae Dodson, or their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Four thousand seven hundred sixty-five ($4,765.00) **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. Kurz **duly authorized Attorney or Agent**

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees 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 the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or William J. Kurz, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, 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 parties of the first part covenant to pay when legally payable.

And the said party 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 $4800.00 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the hands and seals of the Mortgagees

TEST:

William J. Kurz

Charles A. Dodson [SEAL]
Charles A. Dodson

[SEAL]

Geraldine Mae Dodson [SEAL]
Geraldine Mae Dodson

State of Maryland, County of Anne Arundel, ss:

I Hereby Certify, that on this 1st day of August in the year one thousand nine hundred and fifty-five before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles A. Dodson and Geraldine Mae Dodson 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. Keets, one of the within named mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Rec'd for record Sept 22, 1955, at 9:45 A.M.
Per George T. Cromwell, Clerk.
Mailed to William Kurz

William J. Kurz

4

Filed in Equity

MORTGAGE

FROM

Charles A. ~~Samuel H~~ Dodson &

Geraldine Mae Dodson

TO

Samuel H Keets &

Nunley F. Keets

BLOCK NO.

Received for Record 22 SEPT, 1955, at 9:45 o'clock A M. Same day recorded in Liber GTC No. 966 Folio 94 &c., LAND Records of AA Co.

and examined per GEORGE T. CROMWELL, Clerk.

Cost of Record, $ 7.50 PD

WILLIAM J. KURZ
ATTORNEY AT LAW
TOWNSWORTH BUILDING
ANNAPOLIS, MARYLAND
Phone Cal. 3-7414

The Daily Record Co., Baltimore, Md.

March 13, 1959

FOR VALUE RECEIVED, we hereby assign the within Mortgage unto C. Maurice Weidemeyer for purpose of foreclosure.

Witness:

Mildred P. Brice

Mildred P. Brice

Samuel H Keets (SEAL)

Samuel H. Keets

Nunley F Keets by Samuel H Keets (SEAL)

Nunley F. Keets, By
Samuel H. Keets, Attorney

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1959 MAR 13 PM 3:40
& RECORDED IN LIBER GTC
NO 966 FOLIO 97
GEO. T. CROMWELL, CLERK

LIBER 119 PAGE 393

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF CHARLES A. DODSON AND GERALDINE MAE DODSON	*	IN THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 3134

*****

STATEMENT OF ACCOUNT

Original amount of Mortgage	$4,765.00
By payments on account of Principal, August 1, 1955 to May 27, 1957	322.71
	$4,442.29
Interest on $4,472.79 - May 27, 1957 to March 13, 1959	476.88
1956, 1957, 1958 Real Estate Taxes, paid by Mortgagees	159.44
1959 Real Estate Taxes paid by Mortgagees	45.14
	$5,123.75

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 13th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel H. Keets, individually, and Samuel H. Keets, acting under a Power of Attorney for Nunley F. Keets, who made oath in due form of law that they are the holder of the Mortgage dated August 1, 1955 and that the foregoing constitutes a true and just account of the balance remaining due on said Mortgage.

Samuel H Keets
Samuel H. Keets

Samuel H Keets by atty. for
Nunley F Keets
Nunley F. Keets, By
Samuel H. Keets, Attorney

WITNESS my hand and Notarial Seal.

FILED
1959 MAR 13 PM 3:36

Mildred P. Brice
Mildred P. Brice - Notary Public

6

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES A. DODSON AND GERALDINE MAE DODSON	*	IN THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 13,134

*****

MILITARY AFFIDAVIT

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said District of Columbia, personally appeared Samuel H. Keets and 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 a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Samuel H. Keets

Samuel H. Keets, Affiant

Subscribed and sworn to before me this 26th day of Mar., 1959.

J. W. M. Austin

Notary Public

J. W. M. AUSTIN
NOTARY PUBLIC, D. C.
My Commission Expires Sept. 30, 1961

FILED

1959 MAR 30 PM 12:09

1

LIBER 119 PAGE 395

LIBER 9 PAGE 571

NO: Bond No. C--63203
Case No. - 13134

No. 13,134 Equity

KNOW ALL MEN BY THESE PRESENTS

That we, C. Maurice Weidemeyer

of Annapolis, Anne Arundel County, Maryland

and the Old Colony Insurance Company of Boston, Massachusetts, a body corporate,

duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of ($6,000.00)

SIX THOUSAND AND NO/100.....DOLLARS,

to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents sealed with our seals and dated this 9th day of April in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the bounden C. Maurice Weidemeyer, Assignee for purposes of foreclosure by virtue of power contained in a mortgage from Charles A. Dodson and Geraldine Mae Dodson, his wife, to Samuel H. Keets and Hunley F. Keets, dated August 1, 1955, and recorded in Liber G.T.C. No. 966, Folio 94, etc., one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the convenants contained therein, and whereas such default has occured and the said bounden C. Maurice Weidemeyer, Assignee as aforesaid, is about to execute the power visited in him in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden C. Maurice Weidemeyer do and shall abide by and fulfill any order or decree which shall be passed by any court of Equity in relation to the sale of said property or the proceeds therof, 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:

Mildred P. Keiser

C. Maurice Weidemeyer (Seal)

Old Colony Insurance Company (Seal)
By
C. A. Remaley, Attorney-in-fact

Attest:

Patsy Dutrell

Bond approved this 9th
day of April 1959
George T. Cromwell Clerk

FILED
1959 APR -9 PM 3:08

4

C. MAURICE WEIDEMEYER
Attorney at Law
236 Main Street
Annapolis, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power of sale contained in a mortgage from Charles A. Dodson and Geraldine Mae Dodson of Anne Arundel County to Samuel H. Keets and Nunley F. Keets, dated 1st day of August, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 966, folio 94, default having occurred thereunder, the undersigned Assignee for the purpose of foreclosure of said mortgage, will offer for sale by public auction at the Court House door, Anne Arundel County Court House, Church Circle, Annapolis, Maryland, on

Tues., April 14th, 1959
at 11 o'clock A. M.

the property described in said mortgage situate, lying and being in the Eighth Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at a pipe on the north side of the State Road leading from Mt. Zion to Drury, said pipe being the following seven courses and distances along the said road from where the North 0 deg. 30 min. West 143¼ perch line of the conveyance from Joseph McCeney to Zacariah McCeney by deed dated 4 October 1817 and recorded in the Maryland Hall of Records in A.A. Co. 4, folio 887, (see Liber W.S.G. 5, folio 378,) intersects the north side of said State Road: South 78 deg. 44 min. 30 sec. West 78.5 feet to a pipe; South 77 deg. 28 min. 30 sec. West 70 feet to a pipe; South 75 deg. 28 min. 30 sec. West 65 feet to a pipe; South 71 deg. 25 min. 30 sec. West 70 feet to a pipe; South 66 deg. 28 min. 30 sec. West 75 feet to a pipe; South 61 deg. 20 min. 30 sec. West 73 feet to a pipe; and South 55 deg. 19 min. 30 sec. West 1055 feet to the said place of beginning: and running from thence with the north side of said State Road. South 55 deg. 19 min. 30 sec. West 35.69 feet to a pipe: thence South 48 deg. 01 min. 10 sec. West 114.31 feet to a pipe; thence leaving said road North 41 deg. 58 min. 50 sec. West 276.78 feet to a pipe; thence North 55 deg. 19 min. 30 sec. East 184.27 feet to a pipe; thence South 34 deg. 40 min. 30 sec. East 260 feet to the place of beginning. Containing 1.02 acres, more or less, and being Lot No. 20 of the Keets property, according to a survey and plat thereof made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in June 1955.

Being the same property which was conveyed to Charles A. Dodson and Geraldine Mae Dodson by Samuel H. Keets and Nunley F. Keets by deed dated 1 August, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 966, folio 90. The property is improved by a frame dwelling house containing several rooms.

TERMS OF SALE: A cash deposit of Ten (10) per cent 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 all other expenses and all other assessments to be adjusted to date of sale.

C. MAURICE WEIDEMEYER,
Assignee

GEORGE W. SCIBLE,
Auctioneer.

A-9

LIBER 119 PAGE 396 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1959

We hereby certify, that the annexed

Assignee's Sale

Equity No. 13,134

Charles A. Dodson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of April, 1959. The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 APR 13 PM

By [illegible]

9

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

C. MAURICE WEIDEMEYER
Attorney At Law
236 Main Street
Annapolis, Maryland

ASSIGNEE'S SALE

OF VALUABLE

Fee Simple Property

Under and by virtue of the power of sale contained in a mortgage from Charles A. Dodson and Geraldine Mae Dodson of Anne Arundel County to Samuel H. Keets and Nunley F. Keets, dated 1st day of August, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 966, folio 94, default having occurred thereunder, the undersigned Assignee for the purpose of foreclosure of said mortgage, will offer for sale by public auction at the Court House door, Anne Arundel County Court House, Church Circle, Annapolis, Maryland, on

Tuesday, April 14, 1959

AT 11 O'CLOCK A.M.

the property described in said mortgage situate, lying and being in the Eighth Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at a pipe on the north side of the State Road leading from Mt. Zion to Drury, said pipe being the following seven courses and distances along the said road from where the North 0 deg. 30 min. West 143¼ perch line of the conveyance from Joseph McCeney to Zacariah McCeney by deed dated 4 October 1817 and recorded in the Maryland Hall of Records in A. A. Co. 4, folio 887, (see Liber W.S.G. 5, folio 378,) intersects the north side of said State Road: South 78 deg. 44 min. 30 sec. West 78.5 feet to a pipe; South 77 deg. 28 min. 30 sec. West 70 feet to a pipe; South 75 deg. 28 min. 30 sec. West 65 feet to a pipe; South 71 deg. 25 min. 30 sec. West 70 feet to a pipe; South 66 deg. 28 min. 30 sec. West 75 feet to a pipe; South 61 deg. 20 min. 30 sec. West 75 feet to a pipe; and South 55 deg. 19 min. 30 sec. West 1055 feet to the said place of beginning; and running from thence with the north side of said State Road, South 55 deg. 19 min. 30 sec. West 35.69 feet to a pipe; thence South 48 deg. 01 min. 10 sec. West 114.31 feet to a pipe; thence leaving said road North 41 deg. 58 min. 50 sec. West 276.78 feet to a pipe; thence North 55 deg. 19 min. 30 sec. East 184.27 feet to a pipe; thence South 34 deg. 40 min. 30 sec. East 260 feet to the place of beginning. Containing 1.02 acres, more or less, and being Lot No. 20 of the Keets property, according to a survey and plat thereof made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in June 1955.

Being the same property which was conveyed to Charles A. Dodson and Geraldine Mae Dodson by Samuel H. Keets and Nunley F. Keets by deed dated 1 August, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 966, folio 90. The property is improved by a frame dwelling house containing several rooms.

TERMS OF SALE: A cash deposit of Ten (10) per cent 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 all other expenses to be adjusted to date of sale.

C. MAURICE WEIDEMEYER,
Assignee For Purpose of Foreclosure

FILED

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

1959 APR 16 AM 11:56

I HEREBY CERTIFY, that I sold the property described on the reverse side of this handbill, to Wilbert A. and Lucille S. Salisbury at and for the price of ~~Eight~~ Five thousand, eight hundred & twenty-five Dollars ($5,825.00). He/they, being then and there the highest bidders therefor.

WITNESS my hand and seal this 14th day of April, 1959.

Witness:
B. Maurice Weidemeyer

Auctioneer

I/WE HEREBY CERTIFY, that I/We purchased the property described on the reverse side of this handbill, at and for the price of Five thousand, eight hundred & twenty-five Dollars ($5,825.00). And, I/We agree to abide by the terms herein.

WITNESS my/our hands and seals this 14th day of April, 1959.

Witness:
B. Maurice Weidemeyer

Wilbert A. Salisbury
Lucille S. Salisbury
per W.A.S.

FILED
1959 APR 16 AM 11:56

11

LIBER 119 PAGE 399

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES A. DODSON AND GERALDINE MAE DODSON	*	IN THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY NO. 13134

* * *** * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of C. Maurice Weidemeyer, Assignee for Purpose of Foreclosure, respectfully shows that under and by virtue of the power of sale contained in a mortgage from Charles A. Dodson and Geraldine Mae Dodson to Samuel H. Keets and Nunley F. Keets, dated August 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 966, folio 94, which mortgage was duly assigned to the undersigned for the purpose of foreclosure, to make sale of the property therein described in case of default, and default having occured thereunder, after having given due notice of the time and of the place, manner, and terms of sale by advertising in the Maryland Gazette, a newspaper published in Anne Arundel County and having complied with all the other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described, at public auction at the Court House door (Church Circle entrance) Annapolis, Maryland, on April 14, 1959 at 11 o'clock a.m. and then and there sold the said property to Wilbert A. Salisbury and Lucille S. Salisbury, at and for the sum of Five Thousand Eight Hundred Twenty-Five Dollars/($5,825.00), They being at that figure the highest bidders therefor, said property being the following described property:

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1959 APR 16 AM 11:56

BEGINNING for the same at a pipe on the north side of the state road leading from Mt. Zion to Drury, said pipe being the following seven courses and distances along the said road from where the North 0° 30' West 143-1/4 perch line of the conveyance from Joseph McCeney to Zacariah McCeney by deed dated 4 October, 1817 and recorded in the Maryland Hall of Records in A. A. County 4, folio 887, (see Liber W.S.G. 5, folio 378) intersects the north side of said State Road: South 78° 44' 30" West 78.5 feet to a pipe; South 77° 28' 30" West 70 feet to a pipe; South 75° 28' 30" West 65 feet to a pipe; South 71° 25' 30" West 70 feet to a pipe; South 66° 28' 30" West 75 feet to a pipe; South 61° 20' 30" West 75 feet to a pipe; and South 55° 19' 30" West 1055 feet to the said place of beginning; and running from thence with the north side of said State Road, South 55° 19' 30" West 35.69 feet to a pipe; thence South 48° 01' 10" West 114.31 feet to a pipe; thence leaving said road North 41° 58' 50" West 276.78 feet to a pipe; thence North 55° 19 ' 30" East 184.27 feet to a pipe; thence South 34° 40' 30" East 260 feet to the place of beginning. Containing 1.02 acres, more or less, and being Lot No. 20 of the Keets property, according to a survey and plat thereof made by J. R. McCrone,Jr., Inc., Registered Professional Engineers and Land Surveyors, in June, 1955.

BEING the same property which was conveyed to Charles A. Dodson and Geraldine Mae Dodson by Samuel H. Keets and Nunley F. Keets by deed dated 1 August, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 966, folio 90.

And the said Assignee further reports that he has received from the purchasers, a deposit in amount of Six Hundred Dollars ($600.00) under the terms of sale as follows: "Terms of Sale: A cash deposit of Ten (10) per cent 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 all other expenses to be adjusted to date of sale.

That attached hereto is handbill, being one of many which were posted on the premises and other places and circulated throughout the County. On the reverse side of said handbill is the certification of the auctioneer and the acknowledgement of the purchase at public auction by the purchasers.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Assignee
for Purpose of Foreclosure

13

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 15th day of April, 1959, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared C. Maurice Weidemeyer, Assignee for the Purpose of Foreclosure of the aforementioned mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Mildred P. Brice

LIBER 119 PAGE 402

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF CHARLES A. DODSON
AND GERALDINE MAE DODSON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,134 Equity

Ordered, this 16th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by C. Maurice Weidemeyer, 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 $5,825.00

George T. Cromwell Clerk.

True Copy,
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1959 APR 16 AM 11:56

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF CHARLES A. DODSON
AND GERALDINE MAE DODSON

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 26th day of May, 1959, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE.

FILED
1959 MAY 26 PM 3:32

15

LIBER 119 PAGE 403 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,134 Equity

In the Matter of The Mortgaged Real Estate of CHARLES A. DODSON and GERALDINE MAE DODSON

Ordered, this 16th day of April, 1959, That the sale of the property in these proceedings mentioned made and reported by C. MAURICE WEIDEMEYER, 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 $5,825.00.

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. 13,134

Charles A. Dodson

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. 2233 1959 MAY 19 PM 1:08

16

LIBER 119 PAGE 404

In the Case of

In the Matter of the
Mortgaged Real Estate
of
VS.
Charles A. Dodson
and
Geraldine Mae Dodson

In the

Circuit Court

For

Anne Arundel County

No. 13,134 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jackling
Auditor

July 13, 1959

Dr. In the Matter of the Mortgaged Real Estate of Charles A. Dodson and Geraldine Mae Dodson in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	296	66	396	66
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	66	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	12	82		
Old Colony Insurance Co.-bond premium	24	00		
George W. Scible - auctioneer's fee	30	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Mildred P. Brice - notary fees	1	00	164	96
To Samuel H. Keets and Nunley F. Keets, mortgagees - in full for mortgage claim, viz:				
Balance due on principal - $4,442.29				
Interest from 5/27/57 to 3/13/59 476.88				
Interest from 3/13/59 to 4/14/59 - 22 days 16.29				
1956, 1957, 1958 and 1959 State and County taxes paid by mortgagees 204.58	5,140	04	5,140	04
To Charles A. Dodson and Geraldine Mae Dodson, mortgagors - this balance	167	59	167	59
			5,920	75

with C. Maurice Weidemeyer, Assignee Cr.

1959							
Apr.	14	Proceeds of Sale	5,825	00			
		Interest on deferred payment of $5,225.00 to 6/26/59	63	51	5,888	51	
		Refund 1959 State and County taxes ($45.14) - 8 months 16 days	32	24	32	24	
					5,920	75	

1959 JUL 15 PM 2:27

LIBER 119 PAGE 407

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~XXXXXX~~ Charles A. Dodson and Geraldine Mae Dodson

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,134 Equity.

ORDERED, This 15th day of July, 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 24th 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 24th day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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 27 PM 3:45

Matthew S. Evans
JUDGE

20

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,134 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES A. DODSON and GERALDINE MAE DODSON

Ordered, this 15th day of July, 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 24th 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 24th day of August next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,134 Auditor Account Charles A. Dodson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of August, 1959. The first insertion being made the 23rd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.C. 10200

FILED 1959 AUG 7 AM 11:09

21

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS CHARLES CRISLER and RUTH DORIS CRISLER, his wife	:	ANNE ARUNDEL COUNTY, IN EQUITY No. 12,201

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

MR. CLERK:

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

Alfred J. O'Ferrall, Jr.

1204 Mercantile Trust Building
Baltimore 2, Maryland

FILED
1957 JUN 20 PM 3:00

LIBER 119 PAGE 410

LIBER 943 PAGE 530

no. 12,201 - Equity

PETITIONER'S EXHIBIT NO. 1

THIS MORTGAGE, Made this 8th day of July, in the year one thousand nine hundred and fifty-five, between THOMAS CHARLES CRISLER and RUTH DORIS CRISLER, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to THOMAS CHARLES CRISLER and RUTH DORIS CRISLER, his wife, the sum of NINE THOUSAND FIVE HUNDRED AND 00/100 - - - - $9,500.00 - - - - - DOLLARS, which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, as follows:

From the first 6 months from the date hereof interest monthly at the rate of 6% per annum; from and after 6 months from the date hereof by the payment of SIXTY-EIGHT AND 07/100 - - - - - $68.07 - - - - - DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest at the rate of 6% per annum shall be paid, which interest shall be computed by the calendar month.

It is specifically understood that this Mortgage shall not be continued beyond the initial six months period unless all the conditions and agreements of the contract between the Mortgagors and William J. McCormick relative to the erection of improvements upon the lot of ground described herein are performed. The Mortgagors agree that any breach in the performance of the mentioned agreement shall constitute a breach of this Mortgage, and the Mortgagee shall be entitled to proceed to enforce the payment of this Mortgage by demand of payment and foreclosure as herein provided.

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

First: To the payment of interest;

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

Third: Towards the payment of the aforesaid principal sum.

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

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said THOMAS CHARLES CRISLER and RUTH DORIS CRISLER, his wife, do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe here found which marks the northernmost corner, first part of that conveyance from Wayland W. Spilman and Hilda C. Spilman, his wife, to John Henry Aisquith and Betty Ann Aisquith, his wife,

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1957 JUN 20 PM 3:00

Petitioner's Exhibit No 1

by Deed dated December 5, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 727, folio 550, thence from the point of beginning so fixed and running for a new line of division North 32 degrees 53 minutes 10 seconds East 150.0 feet; thence for a second new line of division South 42 degrees 19 minutes 20 seconds East 292.45 feet to a point on the West side of the County Road leading from Davidsonville to Taylorsville; thence binding on the west side of said Road South 24 degrees 18 minutes 40 seconds West 154.84 feet to a point which marks the northeasterly corner of the above mentioned first part of that conveyance to Aisquith; thence binding on and with part of said conveyance to Aisquith North 42 degrees 50 minutes 50 seconds West 315.59 feet to the point of beginning. Containing 1.01 acres of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in May, 1955.
BEING the same lot of ground in a Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Wayland W. Spilman and Hilda C. Spilman, his wife, to Thomas Charles Crisler and Ruth Doris Crisler, his wife.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple.

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

John P. O'Ferrall

Thomas Charles Crisler (SEAL)

Ruth Doris Crisler (SEAL)

LIBER 119 PAGE 413

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 943 PAGE 533

I Hereby Certify that on this 8th day of July, 1955, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Thomas Charles Crisler and Ruth Doris Crisler, his wife, the Mortgagors named in the aforegoing mortgage and acknowledged said Mortgage to be their act.

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

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

John P. O'Ferrall

John P. O'Ferrall, Notary Public.

Recorded: July 11, 1955 at 1.40 P.M.

Docket 17 - Folio 46

Case No. 12,201

ALFRED J. O'EERRALL, JR., Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS CHARLES CRISLER and RUTH DORIS CRISLER, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Debt due under terms of Mortgage dated July 8th, 1955, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 943 folio 530, from Thomas Charles Crisler and Ruth Doris Crisler, his wife, to Occident Federal Savings and Loan Association of Baltimore City:

Mortgage Loan 7/8/55	$ 9,500.00
Interest charged from 7/9/55 to 7/31/57 and Expenses paid by Association	1,042.86
	$ 10,542.86
Paid on account of Principal, Interest and Expenses	1,120.00
Total balance due Association	$ 9,422.86

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 8th day of July, in the year nineteen hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

C. Aileen Armes

Notary Public.

FILED

1957 JUL 9 AM 9:20

6

LIBER 119 PAGE 415

Docket 17 - Folio 46

Case No. 12,201

ALFRED J. O'FERRALL, JR., Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS CHARLES CRISLER and RUTH DORIS CRISLER, HIS WIFE	:	ANNE ARUNDEL COUNTY, IN EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

(1) Said defendants are not in the military service of the United States,

(2) Said defendants are not in the military service of nation allied with the United States,

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

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

William J. McCormick

William J. McCormick, Affiant

Subscribed and sworn to before me, this 28th day of June, 1957.

C. Aileen Ames

Notary Public.

C. AILEEN AMES

FILED

1957 JUL -9 AM 9:20

7

Trustee's Bond

LIBER 9 PAGE 99 LIBER 119 PAGE 416 172

KNOW ALL MEN BY THESE PRESENTS:

No. 12,201

THAT WE Alfred J. O'Ferrall, Jr., Baltimore, Maryland,

as principal, and Hartford Accident and Indemnity Company, Hartford, Connecticut, a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ninety-Five Hundred and NO/100 - - ($9,500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 3rd day of July in the year of our Lord one thousand nine hundred and Fifty-Seven.

WHEREAS, the above bounden Alfred J. O'Ferrall, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County in Equity, has been appointed trustee to sell property in the First Election District of Anne Arundel County near Riva, Maryland,

mentioned in the proceedings in the case of Alfred J. O'Ferrall, Jr., Attorney named in Mortgage

vs.

Thomas Charles Crisler and Ruth Davis Crisler, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Alfred J. O'Ferrall, 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

Alfred J. O'Ferrall, Jr. (SEAL)

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)

BY Douglas H. Geer, Attorney-in-Fact (SEAL)

Signed, sealed and delivered in the presence of

Jessie E. Meyer
Jessie E. Meyer

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, of Hartford, a corporation of the State of Connecticut, does hereby constitute and appoint R. W. MULDOON and/or DOUGLAS H. GEER and/or JAMES O. CLAYTON, JR., of Baltimore, Maryland, its attorneys-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said HARTFORD ACCIDENT AND INDEMNITY COMPANY duly affixed by its Vice-President and attested by its ~~Assistant~~ Secretary, this 3rd day of July, 1957.

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: W. H. Wallace (t) *Vice President*

ATTEST:

Ray H. Dexter ~~Assistant~~ *Secretary*

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

July 3, 1957 HARTFORD ACCIDENT AND INDEMNITY COMPANY

Ray H. Dexter ~~Assistant~~ *Secretary*

FILED

1957 JUL -9 AM 9:20

Bond approved this 9th day of July 1957
George T. Cromwell, Clerk

LIBER 119 PAGE 417

ALFRED J. O'FERRALL, JR. Attorney named in Mortgage vs. THOMAS CHARLES CRISLER and RUTH DORIS CRISLER, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY Docket 17 - folio 46 Case No. 12201

: : : : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Alfred J. O'Ferrall, Jr., Attorney named in Mortgage from Thomas Charles Crisler and Ruth Doris Crisler, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated July 8, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 943, folio 530 (default having occurred thereunder), respectfully shows:

That after giving bond with security for the faithful performance of the trust and after having complied with all the other prerequisites as required by law, and after giving notice of time, place, manner and terms of sale, by advertisement in Maryland Gazette, a newspaper published in Anne Arundel County, for at least twenty days before the date of sale, he did, pursuant to said notice, attend the Court House Door, at Annapolis, Maryland, on Tuesday, July 23, 1957, at 2:00 P. M., and then and there proceeded to sell said property in the following manner, that is to say:

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

And your Trustee sold said property to Occident Federal Savings and Loan Association of Baltimore City, at and for the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS ($8,500.00), it being then and there the highest bidder therefor.

FILED

1957 JUL 25 AM 10:28

9

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

Respectfully submitted,

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, That on this 24th day of July, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALFRED J. O'FERRALL, JR., Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report are true and correct as therein set forth.

As Witness my hand and Notarial Seal.

JOHN P. O'FERRALL NOTARY PUBLIC BALTIMORE MD.

John P. O'Ferrall Notary Public.

10

LIBER 119 PAGE 419

ORDER NISI

ALFRED J. O'FERRALL, Jr., Attorney
Named in Mortgage
versus
THOMAS CHARLES CRISLER and
RUTH DORIS CRISLER, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,201 Equity

Ordered, this 25th day of July, 1957, That the sale of the property in these proceedings mentioned made and reported by ALFRED J. O'FERRALL, Jr., Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 was $ 8,500.00

Filed 1957 July 25; A.M. 10:28

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

ALFRED J. O'FERRALL, Jr., Attorney
Named in Mortgage
versus
THOMAS CHARLES CRISLER and
RUTH DORIS CRISLER, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term. 19

ORDERED BY THE COURT, This 5th day of September, 1957 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
1957 SEP -5 PM 3:25

Benjamin Michaelson
Judge.

LIBER 119 PAGE 420

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 4 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,221.

Thomas Charles Crisler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of September 1957. The first insertion being made the 1st day of August 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 SEP -5 AM 10:08

By: Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,221, Equity

ALFRED J. O'FERRALL, Jr.,
Attorney Named in Mortgage
versus
THOMAS CHARLES CRISLER and
RUTH DORIS CRISLER, his wife

Ordered, this 25th day of July, 1957, That the sale of the property in these proceedings mentioned made and reported by ALFRED J. O'FERRALL, Jr., Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of September next.

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

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

A-22

No. M. G. 12924

In the Case of

Alfred J. O'Ferrall, Jr.,
Attorney named in Mortgage
vs.
Thomas Charles Crisler
and
Ruth Doris Crisler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,201 Equity

To the Honorable, the Judges of said Court:

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

September 19, 1957

All of which is respectfully submitted.

Laura N. Dickling
Auditor.

FILED
1957 SEP 21 AM 11:18

Dr. in ac.

Alfred J. O'Ferrall, Jr., Attorney named in Mortgage, vs.
Thomas Charles Crisler and Ruth Donis Crisler, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	285	00	385	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	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	26		
Hartford Accident & Indemnity Co. - bond premium	38	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
C. Aileen Ames - notary fees	1	00		
John J. O'Ferrall - notary fee		50	143	87
To Occident Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	7,919	63	7,919	63
			8,500	00
Amount of mortgage claim filed	9,422	86		
Cr. Amount allowed above	7,919	63		
Balance subject to decree in personam	1,503	23		

with

Alfred J. O'Ferrall, Attorney named in Mortgage

Cr.

1957				
July	23	Proceeds of Sale	8,500 00	8,500 00
				8,500 00

LIBER 119 PAGE 424

ORDER NISI

Alfred J. O'Ferrall, Jr.,

Attorney named in Mortgage

VERSUS

Thomas Charles Crisler

and

Ruth Doris Crisler, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,201 Equity.

1957 SEP 21 AM 11:18 FILED

ORDERED, This 21st day of September, 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 28th 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 28th day of October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of November, 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
Associate Judge.

FILED

1957 NOV -5 PM 3:56

LIBER 119 PAGE 425

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. 12,201 Equity
ALFRED J. O'FERRALL, JR.,
Attorney named in Mortgage.
versus
THOMAS CHARLES CRISLER
and
RUTH DORIS CRISLER, his wife

Ordered, this 21st day of September, 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 28th 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 28th day of October next.

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

O-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1957

We hereby certify, that the annexed

Order Nisi - Eq. 12,201

Auditor account

Thomas Charles Crisler

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 October, 1957. The first insertion being made the 26th day of September, 1957.

THE CAPITAL-GAZETTE PRESS. INC.

By W. Tilghman

FILED

No. M. G. 1436 1957 - NOV -4 PM 3:08

LIBER 119 PAGE 426

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
REAL ESTATE OF HENRY I. SCOTT AND	:	FOR
JEWELL L. SCOTT, HIS WIFE.	:	ANNE ARUNDEL COUNTY
	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 13148

ORDER TO DOCKET THIS FORECLOSURE PROCEEDING.

Mr. Clerk:

Please docket this Mortgage foreclosure proceeding and file therein the attached original Mortgage, with recorded Assignment for the purpose of foreclosure, Mortgage Note, sworn statement of Mortgage claim and Assignee's Military Affidavit.

James G. Woodward, Assignee

James G. Woodward, Assignee
42 State Circle
Annapolis, Maryland
Phone: Colonial 3-9002

FILED
1959 MAR 31 PM 2:36

LIBER 119 PAGE 427

LIBER 1003 PAGE 458

THIS MORTGAGE AND AGREEMENT, Made this 23rd day of February, in the year Nineteen Hundred and Fifty-Six, by and between Henry I. Scott and Jewell L. Scott, his wife, of Anne Arundel County and State of Maryland, as parties of the first part and hereinafter referred to as "Mortgagors;" and Marcia A. Elliott, of Baltimore City, State of Maryland, as party of the second part and hereinafter referred to as "Mortgagee;"

W I T N E S S E T H

WHEREAS, the parties of the first part, the Mortgagors, have this day obtained and received from the party of the second part, the Mortgagee, a cash loan or advance in the full amount of Eighteen Thousand Dollars ($18,000.00), and in evidence of which loan and the terms and conditions of the repayment of the same the said Mortgagors have issued to the said Mortgagee their joint and several Promissory Note of even date with the date of this Mortgage providing that the Mortgagors will repay to the Mortgagee the sum so loaned to them by the Mortgagee with interest thereon at the rate of six percent a year, the said Promissory Note of the Mortgagors providing that they shall pay the minimum sum of One Hundred and Fifty Dollars ($150.00), to the said Mortgagee per month, commencing on the 23rd day of March, 1956, and providing also that the Mortgagors shall pay a like minimum sum to the Mortgagee on the same day of each and every consecutive month thereafter until the Mortgagors have paid fifty-nine (59) monthly payments, in the minimum amount of One Hundred and Fifty Dollars ($150.00) each, the amount of each of such monthly payments shall first be applicable to the payment of interest by the Mortgagors to the Mortgagee for the period of one (1) month at the rate of six percent per year calculated monthly on the amount of the current monthly unpaid principal balance of the mortgage loan and

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indebtedness; said Note the Mortgagors have so issued to the Mortgagee further providing that upon the Twenty-third day of the sixtieth (60th) consecutive month accounting from the date of this Mortgage the Mortgagors shall pay to the said Mortgagee the entire total balance of the principal indebtedness still due from them and unpaid on the full original amount of the principal Mortgage debt in the sum of Eighteen Thousand Dollars ($18,000.00), together with interest for the period of one (1) month at the rate of six percent per year on the full amount of the said current principal balanceonly then due, owing and payable on the principal mortgage debt. The said Joint and Several Promissory Note the said Mortgagors have issued to the Mortgagee herein, as above mentioned, does further provide that in addition to the minimum monthly payments the Mortgagors are to pay to the Mortgagee, as above mentioned, the Mortgagors shall also have the privilege of prepaying to the Mortgagee on the 23rd day of any month this Mortgage shall be in effect, an additional sum or payment in any amount whatsoever, which additional sum or amount so prepaid by the Mortgagors to the Mortgagee shall be credited to and applied against the principal of the mortgage indebtedness, and from and after the date of such prepayment interest on the amount of the same shall cease to be due and chargeable thereon.

WHEREAS, it was a condition precedent to the said Mortgagee making the aforesaid cash loan or advance in the sum of Eighteen Thousand Dollars ($18,000.00), and to accepting the said Mortgagors' note of evidence of the same, that this Mortgage should be executed by the Mortgagors in favor of the Mortgagee to better secure the repayment by the Mortgagors to the Mortgagee of the said principal sum of Eighteen Thousand Dollars ($18,000.00) so loaned or advanced, and the interest payable

thereon, when the said principal and interest shall become due and payable in accordance with the terms of the aforesaid note;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and the sum of One Dollar ($1.00), paid by the said Mortgagee to the said Mortgagors and the receipt of which in full the said Mortgagors do hereby aeknowledge, the said Henry I. Scott and Jewell L. Scott, his wife, Mortgagors, do hereby grant and convey unto the said Marcia A. Elliott, the Mortgagee, her heirs and assigns, forever and in fee simple, all of those tracts, lots and parcels of land and premises lying and being in the Seventh Election District of Anne Arundel County and being more particularly and fully described as follows:

FIRST: All of the piece or parcel of ground situated in the Seventh Election District of Anne Arundel County, Maryland, described as follows:

Beginning for the same at a sonte, a boundary of the land of Edmund Hartge, said stone being at the end of the South 38 degree 25 minutes East 162.82 foot line of the confirmatory deed from L. Levine Hartge, Widower, to Henry I. Scott and Jewell L. Scott, his wife, by deed dated May 11, 1950, and recorded in Liber J. H. H. 570, folio 29, of the Land Records of Anne Arundel County, Maryland; thence running with the lines of said conveyance as then surveyed, South 88 degrees 59 minutes East 1282.68 feet to another stone; thence with the line of a ditch South 7 degrees 45 minutes East 205.9 feet and South 69 degrees 15 minutes West 407.91 feet to a stake on the South side of a ditch; thence South 52 degrees 45 minutes West 353.1 feet to a pipe in the ditch and South 25 degrees 41 minutes West 134.31 feet to a point on the South side of the County Road from Shadyside to the former Tolchester Steamboat Wharf; thence running with the South side of said road, North 15 degrees 39 minutes West 1127.13 feet,

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thence leaving the outlines and said survey and crossing said County Road North 7 degrees 35 minutes East 30.05 feet to an iron pipe now set at the end of the South 7 degrees 35 minutes West 498.56 foot line of the conveyance by Henry I. Scott and wife to Clarence L. Johnson and wife by Deed dated November 14, 1952, and recorded in Liber J. H. H. 719, folio 493; thence leaving said County Road and running reversely with said line North 7 degrees 35 minutes East 498.56 feet to an iron pipe now set in the outlines; thence leaving said Johnson lot and running with the outlines and the divisional line between the property being described and the property conveyed by Marvin I. Anderson, Trustee, to Henry B. McDonald by Deed recorded in Liber J. H. H. 358, folio 33, North 56 degrees 05 minutes East 64.87 feet to an iron pipe there found; thence leaving said McDonald lot and running with the property of Edward Leatherbury, North 53 degrees 22 minutes East 185.62 feet and North 64 degrees 07 minutes East 178.73 feet; thence South 38 degrees 25 minutes East 162.68 feet to the place of beginning; containing 22.3 acres, more or less, exclusive of the area in the County Road. Being based on a survey by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in May, 1950, and a survey of the Johnson lot by Edward Hall, III, Registered Land surveyor, in October, 1952. SAVING AND EXCEPTING THEREFROM, HOWEVER, all of the lots, pieces or parcels of land and real estate which were described, conveyed or sold by the deeds or contracts following:

1. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Clarence Frederick Rogers and wife, dated the 11th day of March, 1955, and recorded in Liber J. H. H. No. 911, Page 302.

2. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Ray C. West and wife, dated the 27th day of July, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 950, Page 148.

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3. Contract of Sale from Henry I. Scott and Jewell L. Scott, his wife, to John F. Fitzgerald and wife, dated the 2nd day of September, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 961, Page 122.

4. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Murry Selsky, et al, dated the 9th day of September, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 963, Page 303.

5. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Paul Lee and Ruth Lee, his wife, dated January, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 996, Folio One.

Being all of the remainder of the land and premises which was conveyed to the said Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors herein, by L. Levine Hartge, Widower, by a deed dated the 7th day of June, 1943, and duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 280, Folio 224. See, also, Confirmatory Deed from the said L. Levine Hartge, Widower, to the said Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors herein, dated May 11, 1950 and duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 570, Folio 29. See, also, a certain Deed of Partial Release of a mortgage executed by the First Federal Savings and Loan Association of Annapolis, a body corporate, to the said Henry I. Scott and Jewell L. Scott, the Mortgagors herein, dated the 29th day of December, in the year 1953, and duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. 805, Folio 286.

Second: All that lot, piece or parcel of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Being all that lot or parcel of ground situate in the

Seventh Election District of Anne Arundel County, Maryland, on the North side of the State Road leading from Shady Side to Sudley, with a frontage on said road of One Hundred (100) feet and a depth therefrom of 224.1 feet, more or less. Containing 0.52 of an acre of land.

And being the same property which was conveyed to the Mortgagors herein, Henry I. Scott and Jewell L. Scott, his wife, by Walter M. Bauman and Vivienne E. Bauman, his wife, by a Deed dated the 18th day of March, 1953, and duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 744, at page 228. 5

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, as to each and both of the above described two tracts, lots or parcels of real estate.

TO HAVE AND TO HOLD the aforesaid tracts, lots or parcels of ground and premises unto and to the proper use, and benefit of Marcia A. Elliott, the Mortgagee, her heirs and assigns in fee simple forever.

If at any time the Mortgage hereby created shall be in operation and effect the said Mortgagee does hereby agree that the said Mortgagors shall be entitled to sell respectively, the whole or any part and parcel, of either one of the two separate tracts of land hereby mortgaged and as hereinabove described, provided only that the purchase price at which either of the entire tracts or any part or parts thereof which the Mortgagors have secured a sale for shall be in an amount deemed by the Mortgagee herein to be adequate and satisfactory, and provided further that in the conveyance the Mortgagors shall make to the purchaser or purchasers of either of the entire tracts or any part or parts of either, the Mortgagee shall be

paid not less than seventy-five (75) per cent of the total purchase price at which said sale or sales is or are made, and consummated, and the Mortgagee does hereby covenant that upon the receipt of the payment of at least seventy-five (75) per cent of the amount of the purchase price received in any such sale or sales of the mortgaged land and real estate, that she will, concurrently with the receipt of the seventy-five (75) per cent of the selling price, sign and execute a valid deed, release or other instrument as may be necessary or convenient, fully releasing and discharging the lien of this mortgage and the full operation and effect of the same, from, over in and against so much of the mortgaged land or real estate as shall be sold in any such sale from which she receives at least seventy-five (75) per cent of the full purchase price at which the same is sold. The full amount paid to and received by the said Mortgagee as seventy-five (75) percent of the proceeds or purchase price of any such sale or sales of the mortgaged land or real estate, shall be applied against and credited to the principal balance only due and unpaid or to become due on the mortgage indebtedness at the time such amount of the proceeds of any sale is actually paid to the said Mortgagee aforesaid, and interest on such amount so paid from the proceeds of such a sale shall cease to be due and chargeable from and after the date of the payment of any such amount from the proceeds of a sale.

Provided, that if the said Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eighteen Thousand Dollars ($18,000.00), 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 pre-

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mises, the said Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts 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 Henry I. Scott and Jewell L. Scott, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of 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 Marcia A. Elliott, her personal representatives and assigns, or James G. Woodward, her 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 saiddebt, 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 her 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 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

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representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their 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 agree and covenant to pay; and the said Mortgagee, her personal representatives or assigns or James G. Woodward, her 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 said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commission.

And the said Henry I. Scott and Jewell D. Scott, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee, her personal representatives and assigns, the

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improvements on the hereby mortgaged property and to the amount of at least Twelve Thousand Dollars ($12,000.00), and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure 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 Mortgagors and the said Mortgagee.

Test as to all:

Henry I. Scott (SEAL)

Jewell L. Scott (SEAL)

Helen D. Pick

Marcia A. Elliott (SEAL)

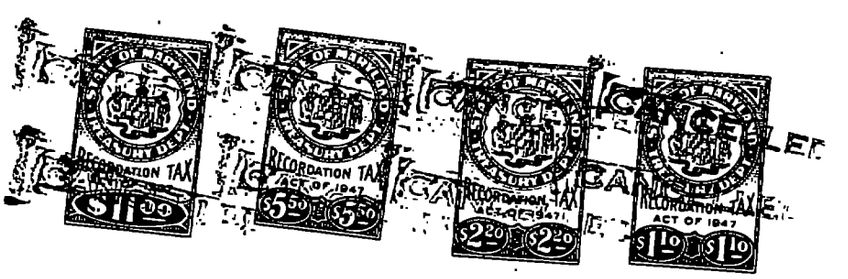
LIBER 1003 PAGE 468

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of February, in the year Nineteen Hundred and Fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors named in the aforegoing Mortgage and Agreement, and they acknwoledged the aforegoing Mortgage and Agreement to be their respective Mortgage, Agreement and Act. At the same time also personally appeared before me, Marcia A. Elliott, the Mortgagee and Party of the Second Part in the aforegoing Mortgage and Agreement, and she did acknowledge the aforegoing Agreement to be her Act and Agreement, and she did further make oath, in due form of law that the consideration set forth in the said Mortgage is true, correct and bona fide as therein stated and set forth.

Witness my hand and Notarial Seal the day and year last above written.

Helen D. Pick
Helen D. Pick, Notary Public.



Rec'd for record Feb 24 1956 at 3.40 P.M.
Mailed to J. G. Woodward

March 28, 1959

FOR VALUE RECEIVED, I hereby assign the above and within Mortgage unto James G. Woodward, as Assignee and for the purpose of foreclosure sale only.

As witness my Hand and Seal this 28th day of March, 1959.

Witness:
Geraldine Steiner
Geraldine Steiner
(Geraldine Steiner)

Marcia A Elliott (SEAL)
Marcia A. Elliott

Recorded; Mar. 30, 1959 at 10.40 AM

PROMISSORY MORTGAGE NOTE
(SECURED BY MORTGAGE OF EVEN DATE HEREWITH)

Annapolis, Maryland February 23, 1956

FOR VALUE RECEIVED, We jointly and severally, as Mortgagors, promise to pay to the ORDER of Marcia A. Elliott, Mortgagee, the sum of Eighteen Thousand Dollars ($18,000.00), in sixty (60) consecutive monthly installments, the first of which shall be paid on the 23rd day of March, 1956, and the remainder of which shall be paid on the 23rd day of each and every consecutive month thereafter until sixty payments have been made in all. The first 59 monthly payments, of which the first shall be paid on the 23rd day of March , 1956, shall be in the sum of $150.00 and from each of the first 59 payments of such amount interest at the rate of 6% per year shall first be deducted from each payment, which interest is to be calculated for such yearly rate for the period of one month on the current unpaid principal monthly balance then due and unpaid and the balance of each of such monthly payments shall be credited to and applied against the principal indebtedness of this Note. The final monthly payment shall be due and payable on the 23rd day of the sixtieth consecutive month accounting from the date of this Note, and such payment shall be in an amount equal to the full total sum of the balance of the principal indebtedness still remaining due and payable on the debt of this Mortgage Note, with interest on such full balance for the period of one month calculated at the rate of 6% per year.

In addition to the minimum monthly payments the Makers of this Note, the Mortgagors, shall make to the Payee, the Mortgagee, the said Makers shall also have the right and privilege of prepaying to the Payee on the 23rd day of any month this Note shall be unpaid and in effect, an additional sum of payment in any amount whatsoever which additional sum or amount so prepaid by the Makers to the Payee shall be credited to and applied against the principal of this Note indebtedness only, and from and after the date of any such prepayment interest on the amount of the same shall cease to be due and chargeable. Prepayment of any amount of principal by the Makers, in accordance with this privilege, shall not in any way whatever relieve the Makers of this Note of their obligation to continue to pay to the Payee interest on the 23rd day of each and every consecutive month that this note shall be in effect as to interest calculated on the principal debt balance still due and unpaid on this note after allowing credit against such principal for all sums so prepaid by the Makers of this Note.

As witness our Hands and Seals this 23rd day of February, 1956.

Witness as to both:

Helen D. Pick
Helen D. Pick

Henry I. Scott (SEAL)
Henry I. Scott

Jewell L. Scott (SEAL)
Jewell L. Scott

13

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
	:	FOR
REAL ESTATE OF HENRY I. SCOTT AND	:	ANNE ARUNDEL COUNTY
JEWELL L. SCOTT, HIS WIFE.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 13,148

MILITARY AFFIDAVIT OF ASSIGNEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31st day of March, in the year 1959, personally appeared, before me, the undersigned, a Notary Public for the State of Maryland, in and for the County aforesaid, James G. Woodward, Assignee, and he did make oath in due form of law that he has made an investigation to ascertain if Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors named in the aforegoing Mortgage filed in this case for foreclosure, are in the military service of the United States, and that to the best of his knowledge, information and belief none of the said parties named as Mortgagors are in the Military Service of the United States as defined by the Soldiers and Sailors Civil Relief Act of 1940 as amended.

As witness my Hand and Seal Notarial this 31st day of March, 1959.

James G. Woodward, Assignee

Helen D. Pick
Helen D. Pick, Notary Public.

FILED

1959 MAR 31 PM 2:36

14

No. 13,148 Equity

STATEMENT OF MORTGAGE CLAIM UNDER MORTGAGE FROM HENRY I. SCOTT AND JEWELL L. SCOTT, HIS WIFE, MORTGAGORS, TO MARCIA A. ELLIOTT, MORTGAGEE, SAID MORTGAGE BEING DATED THE 23 RD DAY OF FEBRUARY, 1956, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G. T. C. NO. 1003, FOLIO 458.

PRINCIPAL AMOUNT OF LOAN $18,000.00

Principal and interest at 6% per year both payable in monthly installments of $150.00 each commencing on the 24th day of March, 1956.

* *

Date of Payment	Paid	To Interest	Principal	
March 24th, 1956	$150.00	$90.00	$60.00	$17,940.00
April 24th, 1956	$ 99.00	89.70	9.30	$17,930.70

Interest on principal balance of $17,930.70 from April 24th, 1956, to March 24th, 1959 (35 months or 17.50%) ---------- $3,137.87

Paid on interest:

August 25, 1956	$ 51.00		
September 19, 1956	300.00		
January, 1957	450.00		
March 30, 1957	150.00		
April 5, 1957	50.00		
April 12, 1957	25.00		
April 22, 1957	30.00		
May 13, 1957	45.00		
May 15, 1957	35.00		
May 21, 1957	50.00		
June 17, 1957	35.00		
July 15, 1957	35.00		
August 16, 1957	35.00		
September 16, 1957	35.00		
October 15, 1957	35.00		
November 20, 1957	35.00		
December 13, 1957	35.00		
January 16, 1958	35.00		
February 20, 1958	35.00		
August 28, 1958	55.00		
October 15, 1958	55.00		
March 4, 1959	75.00		
	$1,935.00	1,935.00	
Balance of interest due		$1,202.87	1,202.87
Total principal balance and interest due			$19,133.57

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 31st day of March in the year 1959, personally appeared, before me, the subscriber, a Notary Public in and for the County and State aforesaid, Marcia A. Elliott, named as Mortgagee in the aforegoing Mortgage Statement, and she did make oath in due form of law that the above and aforegoing statement of Mortgage Claim is true and correct to the best of her knowledge, information and belief.

Witness my Hand and Seal Notarial this 31st day of March, 1959.

FILED

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Helen D. Pick

Helen D. Pick, Notary Public.

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LIBER 119 PAGE 440

No. 13,148 Equity

Know All Men by these Presents:

LIBER 9 PAGE 563

That we, James G. Woodward, Attorney, 42 State Circle, Annapolis, Maryland

and The Phoenix Insurance Company of Hartford, Connecticut are held and firmly bound unto the State of Maryland in the full and just sum of Twenty thousand 00/100 ($20,000.) 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 1st day of April in the year nineteen hundred and fifty-nine

WHEREAS, the above bounden James G. Woodward

by virtue of the power contained in a mortgage from Henry I. Scott and Jowell L. Scott to Marcia A. Elliot

bearing date the 23rd. day of February nineteen hundred and fifty-six and recorded among the Mortgage Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1003 Folio 458 and covering two tracts of land in seventh election district of Anne Arundel County

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 James G. Woodward

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

James G. Woodward [SEAL]

Helen D. Pick

Annette R. Burk

[SEAL]

THE PHOENIX INSURANCE COMPANY

By [SEAL]

William P. Griffin Attorney-In-Fact

FILED

1959 APR -2 PM 1:37

Bond approved this 2 day of April 1959.

George T. Cromwell, Clerk

16

JAMES G. WOODWARD
Attorney at Law
42 State Circle
Annapolis, Maryland

Assignee's Sale

OF TWO TRACTS OF VALUABLE REAL ESTATE, ONE TRACT IMPROVED BY A COMMERCIAL BUILDING.

Under and by virtue of a power of sale contained in a mortgage from Henry I. Scott and Jewell L. Scott, his wife, dated the 23rd day of February, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1003, Folio 458, default having occurred thereunder and the same having been assigned to the undersigned Assignee for the purpose of foreclosure, the said Assignee will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Tues., April 28, 1959 at 11:00 O'Clock A. M.

all of those two tracts, lots or parcels of land and premises lying and being in the Seventh Election District of Anne Arundel County and being more particularly and fully described as follows:

FIRST: All of the piece or parcel of ground situated in the Seventh Election District of Anne Arundel County, Maryland, described as follows:

Beginning for the same at a stone, a boundary of the land of Edmund Hartge, said stone being at the end of the South 38 degrees 25 minutes East 162.62 foot line of the confirmatory deed from L. Levine Hartge, Widower, to Henry I. Scott and Jewell L. Scott, his wife, by deed dated May 11, 1950, and recorded in Liber J.H.H. 570, folio 29, of the Land Records of Anne Arundel County, Maryland; thence running with the lines of said conveyance as then surveyed, South 88 degrees 59 minutes East 1282.68 feet to another stone; thence with the line of a d i t c h South 7 degrees 45 minutes East 205.9 feet and South 69 degrees 15 minutes West 407.91 feet to a stake on the South side of a ditch; thence South 52 degrees 45 minutes West 353.1 feet to a pipe in the ditch and South 25 degrees 41 minutes West 134.31 feet to a point on the South side of the County Road from Shady Side to the former Tolchester Steamboat Wharf; thence running with the South side of said road, North 15 degrees 39 minutes West 1127.13 feet, thence leaving the outlines and said survey and crossing said County Road North 7 degrees 35 minutes East 30.05 feet to an iron pipe now set at the end of the South 7 degrees 35 minutes West 498.56 foot line of the conveyance by Henry I. Scott and wife to Clarence L. Johnson and wife by Deed dated November 14, 1952 and recorded in Liber J.H.H. 719, folio 493; thence leaving said County Road and running reversely with said line North 7 degrees 35 minutes East 498.56 feet to an iron pipe now set in the outlines; thence leaving said Johnson lot and running with the outlines and the divisional line between the property being described and the property c o n v e y e d by Marvin I. Anderson, Trustee, to Henry B. McDonald by Deed recorded in Liber J.H.H. 358, folio 33, North 56 degrees 05 minutes East 64.87 feet to an iron pipe there found; thence leaving said McDonald lot and running with the property of Edward Leatherbury, North 53 degrees 22 minutes East 185.62 feet and North 64 degrees 07 minutes East 178.73 feet; thence South 38 degrees 25 minutes East 162.68 feet to the place of beginning; containing 22.3 acres, more or less, exclusive of the area in the County Road. Being based on a survey

LIBER 119 PAGE 441 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#13,148

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 29, 1959

We hereby certify, that the annexed

Assignee's Sale

Henry I. Scott

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 APR 29 PM 3:23

By H. Tilghman

by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in May, 1950, and a survey of the Johnson lot by Edward Hall, III, Registered Land Surveyor, in October, 1952. SAVING AND EXCEPTING THEREFROM, HOWEVER, all of the lots, pieces or parcels of land and real estate which were described, conveyed or sold by the deeds or contracts following:

1. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Clarence Frederick Rogers and wife, dated the 11th day of March, 1955, and recorded in Liber J.H.H. No. 911, Page 302.

2. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Ray C. West and wife, dated the 27th day of July, 1955; and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, Page 148.

3. Contract of Sale from Henry I. Scott and Jewell L. Scott, his wife, to John F. Fitzgerald and wife, dated the 2nd day of September, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 961, Page 122.

4. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Murry Selsky, et al, dated the 9th day of September, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 963, Page 303.

5. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Paul Lee and Ruth Lee, his wife, dated January, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 996, Folio One.

Being all of the remainder of the land and premises which was conveyed to the said Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors herein, by L. Levine Hartge, Widower, by a deed dated the 7th day of June, 1943, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 280, Folio 224. See, also, Confirmatory Deed from the said L. Levine Hartge, Widower, to the said Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors herein, dated May 11, 1950 and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 570, Folio 29. See, also, a certain Deed of Partial Release of a mortgage executed by the First Federal Savings and Loan Association of Annapolis, a body corporate, to the said Henry I. Scott and Jewell L. Scott, the Mortgagors herein, dated the 29th day of December, in the year 1953, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. 805, Folio 286.

Second: All that lot, piece or parcel of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Being all that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, on the North side of the State Road leading from Shady Side to Sudley, with a frontage on said road of One Hundred (100) feet and a depth therefrom of 224.1 feet, more or less. Containing 0.52 of an acre of land.

And being the same property which was conveyed to the Mortgagors herein, Henry I. Scott and Jewell L. Scott, his wife, by Walter M. Bauman and Vivienne E. Bauman, his wife, by a Deed dated the 18th day of March, 1953, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 744, at page 228.

The second parcel or tract of land above described is improved by a large commercial type building suitable for occupancy by one or more mercantile businesses.

MANNER AND TERMS OF SALE: Each of the two tracts of land above described will first be offered for sale separately and the bid on each will be reserved. The two tracts will then be offered for sale in combination as an entirety and the sale will be made in the manner producing the greatest amount. If sold separately a deposit of $500.00 on the purchase price will be required of the purchaser of the first described tract on the day of sale, the balance of the purchase money to be paid in cash upon final ratification of the sale; and a deposit of $1,000.00 on the purchase price will be required of the purchaser of the second tract on the day of sale, the balance of the purchase money to be paid in cash upon final ratification of the sale: if the two tracts are sold in combination as an entirety a deposit of $1500.00 will be required of the purchaser on the day of sale and the balance of the purchase money to be paid in cash upon final ratification of the sale. Taxes and all other assessments to be adjusted to the day of sale.

For further particulars apply to
JAMES G. WOODWARD,
Assignee,
Second Floor, 42 State Circle,
Annapolis, Maryland.
George W. Scible,
Auctioneer.

A-23

LIBER 119 PAGE 443

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
	:	FOR
REAL ESTATE OF HENRY I. SCOTT AND	:	ANNE ARUNDEL COUNTY
JEWELL L. SCOTT, HIS WIFE.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 13,148

AUCTIONEER'S CERTIFICATE AND PURCHASER'S CERTIFICATE AND AGREEMENT.

MR. CLERK:

PLEASE FILE THE ATTACHED AUCTIONEER'S CERTIFICATE AND PURCHASER'S CERTIFICATE AND AGREEMENT IN THIS PROCEEDING.

James G. Woodward

JAMES G. WOODWARD,
ASSIGNEE OF MORTGAGE.
42 STATE CIRCLE,
ANNAPOLIS, MARYLAND.
PHONE: COLONIAL 3-9002

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GEORGE W. SCIBLE - Auctioneer

JAMES G. WOODWARD
Attorney At Law
42 State Circle
Annapolis, Maryland

ASSIGNEE'S SALE

OF

Two Tracts Of Valuable Real Estate, One Tract Improved By A Commercial Building

Under and by virtue of a power of sale contained in a mortgage from Henry I. Scott and Jewell L. Scott, his wife, dated the 23rd day of February, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1003, Folio 458, default having occurred thereunder and the same having been assigned to the undersigned Assignee for the purpose of foreclosure, the said Assignee will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Tuesday, April 28, 1959

AT 11:00 O'CLOCK A.M.

all of those two tracts, lots or parcels of land and premises lying and being in the Seventh Election District of Anne Arundel County and being more particularly and fully described as follows:

FIRST: All of the piece or parcel of ground situated in the Seventh Election District of Anne Arundel County, Maryland, described as follows:

Beginning for the same at a stone, a boundary of the land of Edmund Hartge, said stone being at the end of the South 38 degree 25 minutes East 162.82 foot line of the confirmatory deed from L. Levine Hartge, Widower, to Henry I. Scott and Jewell L. Scott, his wife, by deed dated May 11, 1950, and recorded in Liber J.H.H. 570, Folio 29, of the Land Records of Anne Arundel County, Maryland; thence running with the lines of said conveyance as then surveyed, South 88 degrees 59 minutes East 1282.68 feet to another stone; thence with the line of a ditch South 7 degrees 45 minutes East 205.9 feet and South 69 degrees 15 minutes West 407.91 feet to a stake on the South side of a ditch; thence South 52 degrees 45 minutes West 353.1 feet to a pipe in the ditch and South 25 degrees 41 minutes West 134.31 feet to a point on the South side of the County Road from Shadyside to the former Tolchester Steamboat Wharf; thence running with the South side of said road, North 15 degrees 39 minutes West 1127.13 feet, thence leaving the outlines and said survey and crossing said County Road North 7 degrees 35 minutes East 30.05 feet to an iron pipe now set at the end of the South 7 degree 35 minutes West 498.56 foot line of the conveyance by Henry I. Scott and wife to Clarence L. Johnson and wife by Deed dated November 14, 1952 and recorded in Liber J.H.H. 719, folio 493; thence leaving said County Road and running reversely with said line North 7 degrees 35 minutes East 498.56 feet to an iron pipe now set in the outlines; thence leaving said Johnson lot and running with the outlines and the divisional line between the property being described and the property conveyed by Marvin I. Anderson, Trustee, to Henry B. McDonald by Deed recorded in Liber J.H.H. 358, folio 33, North 56 degrees 05 minutes East 64.87 feet to an iron pipe there found; thence leaving said McDonald lot and running with the property of Edward Leatherbury, North 53 degrees 22 minutes East 185.62 feet and North 64 degrees 07 minutes East 178.73 feet; thence South 38 degrees 25 minutes East 162.68 feet to the place of beginning; containing 22.3 acres, more or less, exclusive of the area in the County Road. Being based on a survey by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in May, 1950, and a survey of the Johnson lot by Edward Hall, III, Registered Land Surveyor, in October, 1952. SAVING AND EXCEPTING THEREFROM, HOWEVER, all of the lots, pieces or parcels of land and real estate which were described, conveyed or sold by the deeds or contracts following:

1. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Clarence Frederick Rogers and wife, dated the 11th day of March, 1955, and recorded in Liber J.H.H. No. 911, Page 302.

2. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Ray C. West and wife, dated the 27th day of July, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, Page 148.

3. Contract of Sale from Henry I. Scott and Jewell L. Scott, his wife, to John F. Fitzgerald and wife, dated the 2nd day of September, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 961, Page 122.

4. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Murry Selsky, et al, dated the 9th day of September, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 963, Page 303.

5. Deed from Henry I. Scott and Jewell L. Scott, his wife, to Paul Lee and Ruth Lee, his wife, dated January, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 996, Folio One.

Being all of the remainder of the land and premises which was conveyed to the said Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors herein, by L. Levine Hartge, Widower, by deed dated the 7th day of June, 1943, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 280, Folio 224. See, also, Confirmatory Deed from the said L. Levine Hartge, Widower, to the said Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors herein, dated May 11, 1950 and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 570, Folio 29. See, also, a certain Deed of Partial Release of a mortgage executed by the First Federal Savings and Loan Association of Annapolis, a body corporate, to the said Henry I. Scott and Jewell L. Scott, the Mortgagors herein, dated the 29th day of December, in the year 1953, and duly recorded among the Land Records of Anne Arundel County in Liber J. H.H. 805, Folio 286.

Second: All that lot, piece or parcel of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Being all that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, on the North side of the State Road leading from Shadyside to Sudley, with a frontage on said road of One Hundred (100) feet and a depth therefrom of 224.1 feet, more or less. Containing 0.52 of an acre of land.

And being the same property which was conveyed to the Mortgagors herein, Henry I. Scott and Jewell L. Scott, his wife, by Walter M. Bauman and Viviene E. Bauman, his wife, by a Deed dated the 18th day of March, 1953, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 744, at Page 228.

The second parcel or tract of land above described is improved by a large commercial type building suitable for occupancy by one or more mercantile businesses.

MANNER AND TERMS OF SALE: Each of the two tracts of land above described will first be offered for sale separately and the bid on each will be reserved. The two tracts will then be offered for sale in combination as an entirety and the sale will be made in the manner producing the greatest amount. If sold separately a deposit of $500.00 on the purchase price will be required of the purchaser of the first described tract on the day of sale, the balance of the purchase money to be paid in cash upon final ratification of the sale; and a deposit of $1,000.00 on the purchase price will be required of the purchaser of the second described tract on the day of sale, the balance of the purchase money to be paid in cash upon final ratification of the sale; if the two tracts are sold in combination as an entirety a deposit of $1500.00 will be required of the purchaser on the day of sale and the balance of the purchase money to be paid in cash upon final ratification of the sale. Taxes and all other assessments to be adjusted to the day of sale.

For further particulars apply to

JAMES W. WOODWARD, Assignee,
Second Floor, 42 State Circle,
Annapolis, Maryland

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

LIBER 1119 PAGE 446

April 28, 1959

I HEREBY CERTIFY, that on this 28th day of April, 1959, I sold both the first and second tracts of real estate described in the advertisement appearing on the face of this Hand Bill in combination and as an entirety unto Chalk Point Enterprises, Incorporated, on the bid of its Agent, Theodore Kenney, at and for the price of Seventeen Thousand Five Hundred & One Dollars and I do finally certify that the sale was fairly made.

George W. Scible

George W. Scible, Auctioneer

April 28, 1959

I HEREBY CERTIFY, that on this 28th day of April, 1959, as the duly authorized Agent for Chalk Point Enterprises, Incorporated, I purchased, as Agent for and on behalf of the said corporation as purchaser, both the first and second tracts of real estate described on the advertisement appear- on the face of this Hand Bill, in combination as an entirety, at the full aggregate price of Seventeen Thousand Five Hundred & One Dollars and I do further certify that I am the duly authorized Agent for the said Chalk Point Enterprises, Incorporated, the purchaser, and as such Agent I agree that said corporation will comply with all of the terms of the sale.

Theodore K. Kenney

Theodore Kenney, Agent for
Chalk Point Enterprises, Inc.,
Purchaser.

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IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
	:	FOR
REAL ESTATE OF HENRY I. SCOTT AND	:	ANNE ARUNDEL COUNTY
JEWELL L. SCOTT, HIS WIFE.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 13,148

ASSIGNEE'S REPORT OF FORECLOSURE SALE

To The Honorable, The Judges of said Court:

The Report of Sale of James G. Woodward, Assignee, for purposes of foreclosure of the mortgage filed in these proceedings respectfully represents unto Your Honors:

That under and by virtue of a power of sale contained in a mortgage from Henry I. Scott and Jewell L. Scott, his wife, dated the 23rd day of February, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1003, Folio 458, default having occurred thereunder and the same having been assigned to the said Assignee for the purpose of foreclosure, 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 requirements of the mortgage and of the law for such cases made and provided, he offered the two tracts of real estate described in said mortgage at public Auction at the Court House Door, Church Circle, Annapolis, Maryland, on Tuesday, April 28th, 1959, at 11:00 o'clock A. M., at which time each of the two tracts of real estate to be sold were offered for sale by separate bids and the bid received for each tract was reserved following which time the two tracts were offered for sale in combination as an entirety and were then sold in combination as an entirety unto the Chalk Point Enterprises, Incorporated, on the bid of Theodore Kenney, its Agent, at and for the price of $17,501.00, the said corporation being in that figure the highest bidder for the said two tracts of real estate in combination as an entirety, which figure also exceeded

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the total aggregate amount of the two separate bids which had been received when each of the two tracts sold were offered for public sale separately. The two tracts of real estate sold in said public sale and described in the said mortgage were the following:

First: Being all of the remainder of the land and premises which was conveyed to the said Henry I. Scott and Jewell L. Scott, his wife, the Mortgagors herein, by L. Levine Hartge, Widower, by deed dated the 7th day of June, 1943, and duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 280, Folio 224.

Second: Being all that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, on the North side of the State Road leading from Shadyside to Sudley, with a frontage on said road of One Hundred (100) feet and a depth therefrom of 224.1 feet, more or less. Containing 0.52 of an acre of land.

And being the same property which was conveyed to the Mortgagors herein, Henry I. Scott and Jewell L. Scott, his wife, by Walter M. Bauman and Viviene E. Bauman, his wife, by a Deed dated the 18th day of March, 1953, and duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 744, at Page 228.

Both of said tracts of land are situated in the Seventh Election District of Anne Arundel County, Maryland.

AND the said Assignee further reports that he has received from the said purchaser a deposit of $1500.00 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: If the two tracts are sold in combination as an entirety a deposit of $1500.00 will be required of the purchaser on the day of sale and the balance of the purchase money to be paid in cash upon final ratification of the sale. Taxes and all other assessments to be adjusted to the day of sale.

Respectfully submitted,

James G. Woodward

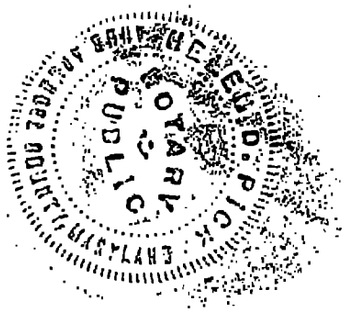
James G. Woodward,
Assignee of Mortgage.
42 State Circle, Annapolis, Md.
Phone: Colonial 3-9002

22

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of April, 1959, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James G. Woodward, Assignee, 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.



Helen D. Pick

Helen D. Pick, Notary Public

LIBER 119 PAGE 451

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HENRY I. SCOTT AND JEWELL L. SCOTT, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,148 Equity

Ordered, this 1 day of May, 19 59, That the sale of the Property in these proceedings mentioned made and reported by James G. Woodward, Assignee

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

The report states that the amount of sale was $ 17,501.00

George T. Cromwell Clerk.

True Copy,
FILED 1959 APR 29 PM 3:15

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HENRY I. SCOTT AND JEWELL L. SCOTT, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. _____ Term, 19

ORDERED BY THE COURT, This 9 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. Ervin JUDGE.

FILED
1959 JUN -9 PM 3:29

24

LIBER 119 PAGE 452 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. 13,148 Equity

In the Matter of the Mortgaged Real Estate of
HENRY I. SCOTT and
JEWELL L. SCOTT, his wife

Ordered, this 1 day of May, 1959, That the sale of the Property in these proceedings mentioned made and reported by James G. Woodward, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $17,501.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,148
Sale
Henry I. Scott

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1959. The first insertion being made the 7th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

No. M. G. 7456 1959 JUN -3 PM 3:07

25

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~his~~
Henry I. Scott
and
Jewel L. Scott, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,148 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

July 24, 1959

Dr. In the Matter of the Mortgaged Real Estate of Henry I. Scott and Jewel L. Scott, his wife in ae.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	555	03	655	03
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	18	00	56	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	151	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	20	12		
The Phoenix Insurance Co.- bond premium	80	00		
George W. Scible - auctioneer's fee	100	00		
Clerk of Court - recording assignment	1	00		
Helen D. Pick - notary fees	1	50	373	86
To Assignee for Taxes, viz:				
1958 State and County taxes on .52 acre tract and improvements	115	46		
1958 State and County taxes on 17.426 acres tract and improvements	32	35		
1959 State and County taxes on .52 acre tract and improvements	110	28		
1959 State and County taxes on 17.426 acres tract and improvements	30	91	289	00
To Marcia A. Elliott, mortgagee - this balance on account mortgage claim	16,221	25	16,221	25
			17,595	14
Amount of mortgage claim filed	19,133	57		
Interest on principal balance of $17,930.70 from 3/24/59 to 4/28/59 - 35 days	104	60		
	19,238	17		
Cr. Amount allowed above	16,221	25		
Balance subject to decree in personam	3,016	92		

27

with James G. Woodward, Assignee Cr.

1959				
Apr.	28	Proceeds of Sale	17,501 00	17,501 00
		Refund 1959 State and County taxes on .52 acre tract and improvements ($110.28) - 8 months 2 days	73 52	
		Refund 1959 State and County taxes on 17.426 acres and improvements ($30.91) - 8 months 2 days	20 62	94 14
				17,595 14

ORDER NISI LIBER 119 PAGE 456

In the Matter of the Mortgaged Real Estate of ~~HERBERT~~ Henry I. Scott and Jewel L. Scott, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,148 Equity.

ORDERED, This 27th day of July, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 31st day of 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 31st day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of September, 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 SEP -5 AM 11:46

Matthew S. Evans
Judge

29

LIBER 119 PAGE 457 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 1, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,148

Auditor Account

Henry I. Scott

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of August, 1959. The first insertion being made the 30th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Talgheman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,148 Equity
In the Matter of the Mortgaged Real Estate of
HENRY I. SCOTT and
JEWELL L. SCOTT, his wife

Ordered, this 27th day of July, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 31st day of 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 31st day of August next.

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

FILED
1959 SEP -3 PM 2:54

No. M. G. 10246

30

EMMA L. RUHL 102 Crain Highway Glen Burnie, Anne Arundel County, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., A Non-Resident Incompetent **Western State Hospital** **Staunton, Virginia**	:	IN EQUITY No. 11,522 Equity

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix complaining says:

1. That on or about the 27th day of March, 1920, your Oratrix and the Defendant purchased an unimproved tract of land situate in Marley Heights, Third Election District, Anne Arundel County, Maryland, containing 50 acres of land, more or less, and took title thereto in their names, as tenants by the entireties, (they then being husband and wife) by a deed dated March 27th, 1920 from Charles H. Steffey, Incorporated, a body corporate to "William J. Ruhl and Emma L. Ruhl, his wife, as tenants by the entireties," and recorded among the Land Records of Anne Arundel County in Liber Wm.N.W. No. 17, folio 168, which said deed is attached hereto, made a part hereof and marked Complainant's Exhibit No. 1.

2. That thereafter your Oratrix and the Defendant caused said tract of land to be surveyed and divided into two plats, some of which was further subdivided into building lots, all of which will more fully appear by reference to a Plat of "Marley Heights" recorded in Plat Book No. 9, Page 41 and a Plat of "Marley Heights Plat No. 2" recorded in Plat Book No. 18, folio 19, in Anne Arundel County, which said plats are prayed to be taken as a part hereof, as if more fully set forth.

3. That on or about the 6th day of December, 1945, your Oratrix was divorced a vinculo matrimonii from the Defendant by a Decree of the Circuit Court of Baltimore City in a case therein pending entitled "Emma L. Ruhl vs. William J. Ruhl, Sr., Docket 1945B, Folio 732," as will more fully appear from a certified copy of the said Decree filed herewith, as a part hereof and marked Complainant's Exhibit No. 2.

4. That your Oratrix is advised and therefore avers that the effect of the said Decree of Divorce a vinculo matrimonii is to change the ownership of said tract of land from that of "Tenants by the entireties" to that of

Filed: 11 Oct. 1955

"Tenants in common", and that each of the parties hereto, therefore, are now the owners of a one-half undivided interest in and to all that tract of land aforementioned that remains unsold hereafter more fully described.

5. That from time to time both before and after they were divorced, as aforesaid, the parties hereto sold and conveyed numerous lots of ground out of the aforementioned tract of land as will more fully appear by reference to the Land Records of Anne Arundel County, but that they still own as tenants in common, that part of the aforementioned tract hereinafter described.

Parcel No. 1: Beginning for the first at a point on the westernmost side of Third Avenue, as laid out 30 feet wide, distant North 17° 05' West 115.0 feet from the intersection of the westernmost side of the said road and the northmost side of Hilltop Road, as laid out 30 feet wide, all as shown on a Plat No. 2 of Marley Heights, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-4, Plat No. 6, and running thence with the westernmost side of Third Avenue, North 17° 05' West 180.24 feet; thence leaving the said avenue and running with the division line between lot 16 and Lot 17, Section I, as shown on the said plat, South 70° 00' West 110.14 feet; thence running with the division line between Lot 44 and Lot 45, Section I, on the same course, South 70° 00' West 110.14 feet; thence running parallel to Third Avenue, South 17° 05' East 189.12 feet; thence running with the division line between Lot 35 and Lot 36, Section I, North 72° 55' East 110.0 feet; thence running North 17° 05' West 20.0 feet; thence running with the division line between Lot 24 and Lot 25, Section I, North 72° 55' East 110.0 feet to the place of beginning. BEING all of Lots, 17, 18, 19, 20, 21, 22, 23, 24, 36, 37, 38, 39, 40, 41, 42, 43 and 44, Section I, as shown on the aforementioned Plat No. 2, of Marley Heights.

Parcel No. 2: Beginning for the second at the intersection of the northeast side of Third Avenue, as laid out 30 feet wide, and the northwest side of an unnamed 30 ft. street shown on Plat No. 2 of Marley Heights, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-4, Plat No. 6, the said point of beginning being the southmost corner of Lot 33, Section AA, as shown on the said plat, and running thence with the northwest side of the said unnamed street, North 50° 25' East 200.0 feet; thence leaving the said street and running with the division line between Lots 43 and 44, Section AA, North 39° 35' West 110.0 feet, thence running South 50° 25' West 246.35 feet to the northeast side of the aforementioned Third Avenue; thence running with the northeast side of the said avenue, South 62° 26' East 119.37 feet to the place of beginning. BEING all of Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43, Section AA, as shown on the aforementioned Plat No. 2 of Marley Heights.

Parcel No. 3: Beginning for the same at a point in the North 64° 15' East 54½ perch line of the whole tract, of which the land hereby described is a part, the said point of beginning being the southwestmost corner of the land shown on Plat No. 2 of Marley Heights, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-4, Plat No. 6, and running thence with the outline of the said whole tract, with courses referred to the meridian of 1933 and as shown on the said plat, North 66° 25' East a corrected distance of 397 feet more or less; thence still running with the said outline, North 21° 20' West 198.0 feet; thence continuing with the said outline, North 78° 47' 30" East 567.60 feet; thence still running with the said outline, North 19° 33' 30" West a corrected distance of 640.0 feet more or less, to the southeast corner of Lot 56, Section M, as shown on the said plat; thence still running with the said outline North 19° 33' 30" West 760.50 feet; thence leaving the said outline and running with the southmost line of Lots 12 to 20, inclusive Section M, South 50° 25' West 176.60 feet, more or less, to the northeast side of Fifth Avenue; thence crossing the said avenue, South 50° 25' West 30.50

feet to the southwest side thereof; thence running with the northmost line of Lots 15 to 21, inclusive, Section K, South 50° 25' West 140.0 feet to the northeast side of Fourth Avenue; thence running with the northeast side of the said Fourth Avenue, South 29° 11' East 111.84 feet to the northmost intersection of Fourth Avenue and an unnamed 30 ft. street shown on the said plat; thence crossing the said unnamed street, in a southerly direction 30 feet, more or less, to the eastmost intersection of the said Fourth Avenue and the said unnamed street; thence crossing the said avenue, South 50° 25' West 32.47 feet to the southmost corner of the said intersection; thence running with the southmost side of the said unnamed street and with the northmost line of Lot 1, Section J, South 50° 25' West 119.15 feet; thence leaving the said street and running with the westmost or rear line of Lots 1 to 14, inclusive, Section J, South 17° 05' East 264.36 feet; thence running with the division line between Lots 32 and 33, Section J, South 72° 55' West 110.0 feet to the eastmost side of Third Avenue; thence running with the eastmost side of the said avenue, South 17° 05' East 365.0 feet to the end of the said avenue at the southmost side of Hilltop Road; thence running with the southmost side of Hilltop Road, South 72° 55' West 140.0 feet; thence leaving the said road and running South 17° 05' East 195.0 feet; thence running South 72° 55' West 110.0 feet to the northmost corner of Lot 11, Section H; thence running with the eastmost or rear line of Lots 11 to 19, inclusive, Section H, South 17° 05' East 180.0 feet; thence running with the division line between Lot 19 and Lot 20, Section H, South 72° 55' West 110.0 feet; thence running with the westmost line of Lots 20 to 25, inclusive, Section H, and with the outline of the property shown on the said plat, South 17° 05' East 271.0 feet, more or less, to the point of beginning, containing 18.31 acres of land, more or less, including Lots 20 to 25, inclusive, Section H, Lots 1 to 32, inclusive, Section J, Lots 15 to 21, inclusive, Section K, Lots 1 to 26, inclusive, Section L, Lots 21 to 56, inclusive, Section M, and also including the bed of Fourth Avenue South of an unnamed 30 ft. street and the bed of Fifth Avenue south of the southmost corner of Lot 20, Section M and the eastmost corner of Lot 8, Section K, all as shown on the hereinbefore mentioned Plat No. 2 of Marley Heights.

Parcel No. 4: Being all of lots Nos. 1 to 20 inclusive, of Section M, as shown on the aforementioned Plat No. 2 of Marley Heights.

Parcel No. 5: Being all of lots Nos. 12 and 21 of Section AA, as shown on the aforementioned Plat No. 2 of Marley Heights.

Parcel No. 6: Being all of lots Nos. 39 to 44 Inclusive of Section J., as shown on the aforementioned Plat No. 2 of Marley Heights.

Parcel No. 7: Being all of lots Nos. 33 to 38 inclusive of Section J., as shown on the aforementioned Plat No. 2 of Marley Heights.

Parcel No. 8: Being all of lots Nos. 25 to 30 inclusive of Section I., as shown on the aforementioned Plat No. 2 of Marley Heights.

Parcel No. 9: Being all of Lot No. 18, Section A, as shown on the aforementioned Plat of Marley Heights.

Parcel No. 10: Being all of lot No. 1, Section F, as shown on the aforementioned Plat of Marley Heights.

Parcel No. 11: Being all of lot No. 20, Section E, as shown on the aforementioned Plat of Marley Heights.

Parcel No. 12: Being all of Lot No. 60, Section I, as shown on the aforementioned Plat of Marley Heights.

Parcel No. 13: Being all of Lots Nos. 1 to 10 inclusive of Section H, as shown on the aforementioned Plat of Marley Heights.

6. That the Defendant, William J. Ruhl, Sr., is a non resident of the State of Maryland, is an incompetent and now a patient at **Western State Hospital, Staunton, Virginia.**

7. That the aforesaid parcels of land are not susceptible of partition in kind, without loss or injury to the parties hereto and it is to their best interest that the same be sold and the proceeds thereof, after payment of costs and expenses incident to the sale and to these proceedings, be divided between the parties according to their respective interest.

TO THE END THEREFORE:

(a) That a Decree may be passed for the sale of said property and a Trustee appointed to make said sale.

(b) That the proceeds of said sale may be distributed between the Complainant and the Defendant according to their respective interests.

(c) That your Oratrix may have such other and further relief as her case may require.

And as in duty bound, etc.

Emma L. Ruhl
Emma L. Ruhl, Complainant

Stocksdale, Stocksdale & Stocksdale
Solicitors for Complainant
2 E. Lexington Street
Baltimore -2, Maryland

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 26 day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Emma L. Ruhl, Plaintiff in the above entitled Bill of Complaint, and made oath in due form of law that the matters and facts therein set forth are true to the best of her knowledge, information and belief.

As Witness my hand and Notarial Seal.

EVELYN P. WEIDNER NOTARY PUBLIC BALTIMORE, MD.

Evelyn P. Weidner
Evelyn P. Weidner, Notary Public

LIBER 119 PAGE 462

This Deed, Made this ~~EIGHTEENTH~~ 27th day of ~~NOVEMBER~~, March in the year one thousand nine hundred and ~~NINETEEN~~, Twenty by and between CHAS. H. STEFFEY INCORPORATED a body corporate duly incorporated under the Laws of the State of Maryland, ~~xxxx~~ ~~xxxxxxxxxxxxxx~~ of the first part, and WILLIAM J. RUHL and EMMA L. RUHL, his wife, of the County of Anne Arundel, in the State of Maryland, ——— of the second part.

Witnesseth, that in consideration of the sum of Five Dollars and other valuable considerations the receipt whereof is hereby acknowledged, the said

CHAS. H. STEFFEY INCORPORATED,

do hereby grant and convey ~~xxxxxxxx~~ unto the said WILLIAM J. RUHL and EMMA L. RUHL his wife, as Tenants by the Entireties their heirs, ~~xxxxxxx~~ ~~xxxxxxxxxxxxxx~~ and assigns, all that lot ~~or~~ parcel or tract ——— of ground situate, lying and being in the Third Election District of Anne Arundel County, aforesaid, ——— and described as follows, that is to say:

Beginning for the same on the first line of the land formerly of James E. Williams where it intersects a divisional line between the lands of the said James E. Williams and the land sold to Earl Stewart; and running on the first line North Twenty Three and one half (23½) Degrees West One Hundred and Two and one half (102½) Perches to the Marley Neck Road; and thence on said road South Twenty Four (24) Degrees West Nine (9) Perches; South Forty Nine and one half (49½) Degrees West Fifty Two (52) Perches; South Thirty Nine (39) Degrees West Thirty Two and eight tenths (32-8/10ths) Perches to Thomas Cromwell's land; thence on said land, South Nineteen and one quarter (19¼) Degrees East Seventy Four and four tenths (74-4/10ths) perches to a divisional line between the lands of James E. Williams and Earl Stewart; thence on Stewart's land, North Sixty Four and one quarter (64¼) Degrees East Fifty Four and one half (54½) perches; North Twenty Three and one half (23½) Degrees West Twelve (12) Perches; North Sixty Nine and one quarter (69¼) Degrees East Thirty Five and Four Tenths (35-4/10ths) Perches to the beginning. Containing about fifty acres of land more or less.

11,5-12-6
Ruhl-Ruhl Complainant's Exhibit No. 1 Re-filed 5/14/56
Examined & Ch. 3 Ch. Filed 11 Oct 1955

BEING ALL THE LANDS AND PREMISES, which, by deed, dated, April 17th, 1919, and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber W.N.W. NO.10, fol. 1, &c., was granted and conveyed by JAMES E. ANDERSON and wife unto the said CHAS. H. STEFFEY, INCORPORATED, in fee simple.

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

To Have and To Hold all that lot ~~or~~ parcel or tract of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining,

unto and to the proper use and benefit of the said WILLIAM J. RUHL and EMMA L. RUHL his wife as Tenants by the Entireties their heirs and assigns, in fee simple.

And the said CHAS. H. STEFFEY INCORPORATED,

hereby covenants that it has not done nor suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it ~~xx~~ will warrant specially the property hereby granted and conveyed; and that ~~xx~~ it will execute such further assurances of said premises as may be requisite.

IN TESTIMONY WHEREOF, the said CHAS. H. STEFFEY INCORPORATED has caused its corporate Seal to be hereunto affixed and its corporate name to be hereunto subscribed by ELMER C. PERKINS its vice president, who has also signed his name.

~~Witness the hand and seal of said grantor~~

Test:

Clara A. McKay

CHAS. H. STEFFEY INCORPORATED

by Elmer C. Perkins

its vice-president.

~~(Seal)~~

6

State of Maryland, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this ~~EIGHTEENTH~~ 27th day of ~~NOVEMBER~~, March in the year one thousand nine hundred and ~~NINETEEN~~, Twenty before me the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ELMER C. PERKINS, the vice-president, of CHAS. H. STEFFEY INCORPORATED, a body corporate, the above named Grantor, and he acknowledged the foregoing Deed to be the corporate act. and deed of the said CHAS. H. STEFFEY INCORPORATED.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY PUBLIC BALTIMORE

Clara A. McKay
Notary Public.

DEED

FROM

CHAS. H. STEFFEY INC.

TO

WILLIAM J. RUHL

and

EMMA L. RUHL his wife.

Block No.

Received for Record 1 Apr. day of April 1929 at o'clock 11. and same day recorded in Liber No. 17 Fol. 168 Land Records of Anne Arundel County.

WM. N. WOODWARD, Clerk

175

WALTER C. MYLANDER
ATTORNEY-AT-LAW
318-319 LAW BUILDING
BALTIMORE

Please return this deed to
Wm. J. Ruhl
Glenburnie Md.

DECREE OF DIVORCE

LIBER 119 PAGE 465

EMMA L. RUHL

vs.

WILLIAM J. RUHL, SR.

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

November TERM, 1945

This cause standing ready for hearing and being duly submitted, the proceedings were by the Court read and considered.

It is Thereupon, This 6th day of December, A.D. 1945, by the Circuit Court of Baltimore City, Adjudged, Ordered and Decreed, that the said Emma L. Ruhl the above named Complainant, be and She is hereby DIVORCED A VINCULO MATRIMONII, from the Defendant, William J. Ruhl, Sr.

And it is Further Ordered, That the said Emma L. Ruhl pay the cost of this proceeding.

Joseph Sherbow

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 20th day of Oct. 1955

Henry J. Ripperger

Clerk Circuit Court of Baltimore City

11/1522 Eq
Ruhl vs Ruhl
Examiner's Exh. 2
E/Dawson, examiner

Complainant's Exhibit No. 2
Filed 25 Oct., 1955

Refiled 5/14/56

EMMA L. RUHL 102 Crain Highway Glen Burnie Anne Arundel County, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR. A Non-Resident Incompetent Western State Hospital Staunton, Virginia	:	IN EQUITY No. 11,522 Equity

ORDER OF PUBLICATION

The object of this proceeding is to procure a decree for the sale of certain unimproved land, situate in Marley Heights, Anne Arundel County, Maryland, and for the distribution of the proceeds thereof between the Complainant, Emma L. Ruhl, and the Defendant, William J. Ruhl, Sr., owners of said land.

The Bill of Complaint recites:

1. That the Complainant and the Defendant, parties to this proceeding, were divorced a vinculo matrimonii on December 6th, 1945, by a Decree of the Circuit Court of Baltimore City, in a case therein pending entitled "Emma L. Ruhl vs. William J. Ruhl, Sr.", Docket 1945B, Folio 723, that neither has remarried, that both are of full legal age and are the owners as tenants in common of certain unimproved land, situate, lying and being in Marley Heights, Anne Arundel County, Maryland, more particularly described in the Bill of Complaint herein mentioned, same being a part of all that lot and parcel of land which by deed dated March 27th, 1920 and recorded among the Land Records of Anne Arundel County in Liber Wm.N.W. No. 17, folio 168, was granted and conveyed by Charles H. Steffey, Inc., unto the said William J. Ruhl, Sr., and Emma L. Ruhl, as tenants by the entireties (they then being husband and wife) and which they now hold as tenants in common, by virtue of the Decree of Divorce aforementioned.

2. That the Defendant, William J. Ruhl, Sr., is one of the owners as tenants in common and while not legally adjudicated non compos mentis, is nevertheless incompetent, and is a non resident, and is a patient at Western State Hospital, Staunton, Virginia.

3. That the aforesaid unimproved land cannot be divided without loss or injury to the parties hereto, and it is to the best interest of the

Refiled 5/14/56

Filed 25 Oct., 1955.

parties that same be sold and the proceeds thereof, after payment of costs and expenses incident to the sale and these proceedings, be divided between them according to their respective interest.

It is Thereupon this 25 day of October, 1955, by the Circuit Court for Anne Arundel County, In Equity, ORDERED, that the Complainant, Emma L. Ruhl, by causing a copy of this Order to be personally served on the Defendant, William J. Ruhl, Sr., c/o Western State Hospital, Staunton, Virginia, and a copy served on the Superintendent of the Western State Hospital, give the said Defendant, William J. Ruhl, Sr., notice of the object and substance of this proceeding and warn him to be and appear in this Honorable Court in person or by Solicitor, within thirty days after this Order is served upon him, to show cause, if any he may have, why a Decree should not be passed as therein prayed.

George T. Cromwell, Clerk.

EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., a Non-Resident Incompetent	:	IN EQUITY
	:	NO. 11,522

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Plaintiff in this case respectfully represents unto your Honor:

1st. That William J. Ruhl, Sr., the Incompetent Defendant in this cause has been duly summoned.

2nd. That said Incompetent has no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Incompetent Defendant, and suggests that , who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

Stocksdale, Stocksdale & Stocksdale

Stocksdale, Stocksdale & Stocksdale
Solicitors for Plaintiff
2 E. Lexington Street
Baltimore -2, Maryland

Filed 16 Nov., 1955.

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, on this 16th day of November, 1955, upon the foregoing Petition that Malcolm B. Smith be, and he is hereby, appointed Guardian ad Litem, and attorney for the Incompetent Defendant named in the aforegoing Petition and he is hereby directed to appear and file his Answer in his behalf.

Benjamin Michaelson
JUDGE

11

Filed 16 Nov., 1955.

EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., A Non-Resident Incompetent	:	IN EQUITY
	:	NO. 11,522

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of William J. Ruhl, Sr., the Incompetent Defendant named in the Bill of Complaint in this Court against him exhibited, by Wallace B. Smith duly appointed Guardian ad Litem respectfully represents unto your Honor:

That the Defendant being an Incompetent cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit his rights to the protection of this Honorable Court.

And as in duty bound, etc.

Wallace B. Smith
Guardian ad Litem

Filed 5/14/56

12

Filed 16 Nov., 1955

EMMA L. RUHL	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR.	:	NO. 11,522 EQUITY

:::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

January 13, 1956

Present:

Mr. Stocksdale, Solicitor for Plaintiff

Mr. Malcolm B. Smith, Solicitor for Defendant

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witness:

Emma L. Ruhl, pages 2,3,4,5,6.

FILED

1956 MAY 14 PM 2:34

13

Emma L. Ruhl, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Stocksdale)

1. State your name.

A. Emma L. Ruhl.

2. Where do you live?

A. 208 Crain Highway, Glen Burnie, Anne Arundel County, Md.

3. How old are you?

A. 72.

4. How long have you lived in Anne Arundel County?

A. About forty years.

5. Are you married, single or divorced?

A. Divorced.

6. And you are the Complainant in this proceeding?

A. Yes, I am.

7. Now, William J. Ruhl, Sr., the defendant, was your former husband?

A. Yes.

8. And is he a resident or non-resident of the State of Maryland?

A. He is a non-resident.

9. Where does he reside?

A. Western State Hospital, Staunton, Virginia.

10. How old is Mr. Ruhl?

A. 75.

11. And has Mr. Ruhl ever remarried?

A. No.

12. Do you know the state of his health?

A. He is in an institution and not competent.

13. I hand you a paper and ask you to look at that and tell us what that is.

A. This is a certified copy of an order declaring him incompetent.

(CERTIFIED COPY OF PROCEEDINGS FOR THE COMMITMENT OF WILLIAM J. RUHL TO WESTERN STATE HOSPITAL MARKED EXAMINER'S EXHIBIT NO.1)

14. Mrs. Ruhl, when were you divorced?

A. December 6th, 1945.

15. And where were you divorced?

A. In Baltimore City.

16. I hand you a paper and ask you to look at that and identify it.

A. That is a certified copy of my divorce decree.

(CERTIFIED COPY OF DIVORCE DECREE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

17. Was Mr. Ruhl an incompetent at the time these proceedings were filed on October 11th, 1955?

A. Yes.

18. And he is still an incompetent?

A. Yes.

19. You have never remarried?

A. No.

20. Mrs. Ruhl, do you own property in Anne Arundel County?

A. Yes.

21. Is that fee simple property or lease hold property?

A. Fee simple property.

22. Where is the property that you own located?

A. At Marley in Anne Arundel County.

23. When did you purchase this property in Marley, Anne Arundel County?

A. In March, about the 27th of 1920.

24. And you took title to this property?

A. Yes, Mr. Ruhl and I.

25. From whom did you purchase the property?

A. Steffey.

26. Was title to this property taken in both names?

A. Both names.

27. Look at this paper and tell us what it is?

A. This is the deed to the property.

(DEED DATED MARCH 27th, 1920, BETWEEN CHAS. H. STEFFEY, INC. AND WILLIAM J. RUHL and EMMA L. RUHL, his wife, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

28. How many acres are in that piece of land?

A. Fifty acres.

29. Now, have you sold any portion of that land?

A. Yes, it has been subdivided.

30. But you still have some of it left?

A. Yes.

31. Mrs. Ruhl, the land in Marley which you and Mr. Ruhl still own, is that fully described in the Bill of Complaint which you filed in this Court?

A. Yes.

32. And are those descriptions correct to the best of your knowledge and belief?

A. Yes.

33. Are the parcels that you have left those that are shown on this plat in red?

A. Yes.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

Mr. Stocksdale:

The plat offered here in evidence as Examiner's Exhibit No. 4 is a composite plat of a plat of "Marley Heights," recorded in Plat Book 9, page 41, and a plat of "Marley Heights Plat 2," recorded in Plat Book 18, folio 19, in Anne Arundel County.

34. Parcel No. 3, as shown on the plat filed as Examiner's Exhibit No. 4, contains how much land?

A. 18.31 acres.

35. Now, on the remaining parcels, how are they described?

A. By sections and lot numbers as shown on the plat filed as Examiner's Exhibit No. 4.

36. Now, Mrs. Ruhl, can this land be divided in kind between you and Mr. Ruhl without loss or injury to either one of you?

A. No.

37. Why?

A. Well, there are some parts that are not desirable locations, such as a branch running through there. And there is quite a hill there going down to the branch in one section, and the land is so scattered that it can't be worked out with any degree of equality.

38. Would it be to the best interest and advantage to Mr. Ruhl, the incompetent, that this property be sold and the proceeds divided?

A. Yes.

39. Why?

A. Because a Trustee has been appointed for his affairs and they have requested that the property be sold so that they can have money to use for his support and maintenance.

40. At present he is deriving no benefits from the land, is he?

A. No.

41. And his interest is diminishing by way of taxes?

A. Yes.

42. Mrs. Ruhl, are there any liens or encumbrance on this property?

A. No.

43. The taxes are paid up to 1956?

A. Yes.

44. Mrs. Ruhl, have you an opinion with reference to the value of this land owned by you and Mr. Ruhl?

A. Yes.

45. What is your opinion?

A. Fifteen Hundred Dollars ($1500.00) per acre, as to the acreage. And I wouldn't care to express an opinion as to

the value of the lots because they are widely scattered, and some individual lots, 20 x 110 feet, may have to be sold for whatever price the people adjoining would pay.

Cross Examination Waived by Mr. Smith.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "No."

Emma L. Ruhl

Emma L. Ruhl

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

Witness my hand and seal this 14th day of May, 1956.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $8.00 Pd. 5/14/56 J.H.

19

EMMA L. RUHL,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
WILLIAM J. RUHL, SR.,	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 11,522 EQUITY

:::

TESTIMONY ON BEHALF OF THE PLAINTIFF

April 19, 1956

Present:

Mr. Stocksdale, Solicitor for Plaintiff

Mr. Malcolm B. Smith, Solicitor for Defendant

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Joseph D. Lazenby, pages 2 - 5.

Fred W. Kuethe, pages 6 - 8.

FILED

1956 MAY 14 PM 2:34

20

Joseph D. Lazenby, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Stocksdale)

1. State your name, address and profession.

A. Joseph D. Lazenby, 215 Main Street, Annapolis, Md., and I've been in the real estate business since 1932.

2. And you have practiced in Anne Arundel County, buying, selling and appraising real estate all that time?

A. Yes, and I have qualified as an appraiser in the local Court, United States Court in Baltimore, Howard County Court, Calvert County Court and Towson.

3. Are you familiar with the property in the Third Election District of Anne Arundel County, particularly, in the area of Marley Heights?

A. Yes, I am.

4. Did you have occasion to appraise some property in Marley Heights owned by a William J. Ruhl, Sr. and Emma L. Ruhl a short time ago?

A. Yes, I did.

5. Mr. Lazenby, a plat has been offered in evidence consisting of thirteen parcels of land, will you take a look at that plat and tell us whether that is the land which you appraised?

A. Yes, this is the land we appraised, and to be sure of each parcel we had the surveyor who made the plat go with us and he showed us each individual parcel of land so there would be no question as to what we were looking at.

6. Will you take the lots according to their numbers and tell us of what they consist and your appraised value?

A. Well, in the first place, we saw the property critically on March 23rd, 1956.

Parcel No. 1 calls for 17 lots according to the street layout, there was no frontage for 9 of the lots therefore the value had to be considered as 8 lots each 20 feet wide.

In other words, there is actually 17 lots but the fact that part of them had no frontage made us consider them as 8 lots each 20 feet wide and we valued them at $110.00 each or $880.00 for parcel No. 1.

Parcel No. 2 consisted of 11 lots, all with access from the street or right of way; these were valued at $100.00 each or a total of $1100.00 for eleven lots.

Parcel No. 3 is an unplatted section containing 18.31 acres. It consist of rolling land cut by a street and ravine and, undoubtedly, is wasted area that couldn't be platted, so a value of $1200.00 an acre was placed on it or a total value of $21,972.00 for 18.31 acres.

Parcel No. 4 which was sold under contract of sale to Calvin J. Britton and wife in January 1954, so we took the purchase price called for in the contract as indicating the value, and that was $1500.00.

Parcel No. 5 was also sold under contract of sale to John Palberg in April of 1953, this was sold for $118.00 and we took that as the value of the lot.

Parcel No.6 was similiarly sold to Marshall Layton and wife in December 1954 for $500.00, we therefore took this as the value of parcel 6.

Parcel No. 7 was sold to M. J. Goff in March 1954, and his contract called for $400.00, and that was the value we assigned to parcel 7.

Parcel No. 8 was sold to the Boy Scouts of America in May 1954 for $400.00 and we used this as the value of that lot.

Parcels 9 and 10 surround the church and they are so small that the only value they would have would be normal absorption value to the church so we put no commercial value on these lots.

Parcel No. 11 consist of one 20 foot lot, this also has no commercial value except what it might be worth to neighbors so we assigned no value to it.

ZZ

Parcel No. 12 consist of one lot and this has no road frontage, therefore, no commercial value.

Parcel No. 13 was sold to W. A. Norwood and wife under contract in April 1941, for $390.00 and this was the value placed on that parcel.

Recapitulating the total value of the thirteen parcels is, in my opinion, $27,260.00.

7. That price of $27,260.00, do you feel that is the fair market value of the property?

A. Yes, I do.

8. From your examination of the property would you say that the property could be divided or partitioned between Mr. and Mrs. Ruhl without loss or injury to them?

A. No, I wouldn't think so.

9. Can you tell us whether or not, in your opinion, it is for the best interest of Mr. and Mrs. Ruhl that this property be sold and the proceeds divided?

A. I think that is the best disposition of it.

10. Would you care to enlarge on why you feel it can't be divided in kind?

A. The largest parcel in point of value is Parcel No. 3 which has not been platted, it is doubtful then what would be done with it or what value would be placed on it and you can't divide that in kind. The lots to which we have assigned no value have just no value, there's no way to tell who could get them or what would be the disposition of them. And the general nature of the whole situation as we found it would indicate to me that it would be to the best interest of the two people, the owners, to sell them and divide the proceeds.

Cross Examination Waived by Mr. Smith

23

QUESTION BY THE EXAMINER:

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

Answer. NO.....

Signature.....

Fred W. Kuethe, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Stocksdale)

1. State your name and address.

A. Fred W. Kuethe, 1 Crain Highway, S.E., Glen Burnie, Maryland.

2. What business are you in?

A. I've been in the general real estate business, buying and selling property on commission since 1935, in Anne Arundel County.

3. Have you done appraisals of real estate?

A. I have.

4. Are you qualified in any of the courts in this county?

A. I have testified in courts all over the county.

5. Mr. Kuethe, did you have occasion to look at a piece of property in the Third Election District of Anne Arundel County, more specifically known as Marley Heights?

A. I did, Mr. Lazenby and Mr. Thomas Shives, registered engineer, and myself examined that property on March 23rd, 1956.

6. And that is the property owned by William J. Ruhl, Sr. and Emma L. Ruhl, is it not?

A. Yes.

7. And this property was surveyed by Mr. Shives and a plat of said property was offered into evidence, is that correct?

A. Correct.

8. Tell us what your findings were as a result of your examination of this property.

A. I have heard Mr. Lazenby's testimony as to the value of the lots and I concur in the values exactly as he has outlined them, and those, in my opinion, represent a fair market value of the property at the present time.

9. Mr. Kuethe, in your opinion, can this property be divided or partitioned between Mr. and Mrs. Ruhl without loss or injury to the parties?

25

A. I would say very definitely it could not.

10. Will you tell us, in your opinion, why you say it could not be?

A. Well, as Mr. Lazenby pointed out, the largest tract of land as far as acreage and value is unplatted and it would make it impossible to divide that, and if you gave one tract to one and the rest to the other you wouldn't be able to come to a fair decision. I would say the only fair way to take care of both interest would be to sell the property and divide the proceeds.

Cross Examination Waived by Mr. Smith

QUESTION BY THE EXAMINER:

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

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

Signature ..... Fred W. Kuethe .....

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

Witness my hand and seal this 14th day of May, 1956.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $10.00

I.H. $8.00 Pd. 5/14/56 S.H.

28

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MENTAL HYGIENE AND HOSPITALS

PROCEEDINGS FOR THE GENERAL COMMITMENT OF THE MENTALLY ILL TO THE STATE HOSPITALS AND LICENSED PRIVATE INSTITUTIONS IN VIRGINIA

PART I

PETITION

To be prepared in duplicate, one copy to be filed with the clerk of the court of the county or city in which deeds are recorded and the other sent to the state hospital or licensed private institution to which patient is to be admitted for treatment.
Code of Virginia, Section 37-61 through 37-72 as amended, Acts of Assembly, 1950

COMMONWEALTH OF VIRGINIA,

County of Fluvanna or city of _____ to-wit:

In the matter of: William J. Ruhl
Full given name and surname of person alleged to be mentally ill

Race White Age 70 Sex M Permanent Address Palmyra, Fluvanna
Street & No. City County

Virginia who is now in the care of George P. Smith
State Name

None Palmyra Va
Relationship Address

alleged to be mentally ill and in need of hospital care and treatment.

PETITION

To { The judge / The trial justice / The police justice / The civil and police justice } of the Fluvanna T. J. court of the city/county of Fluvanna
(Underscore whichever is applicable.)

The undersigned petitioner, a respectable citizen of the Commonwealth of Virginia, submits the following information regarding:

George P. Smith
Full given name and surname of person alleged to be mentally ill

(1) That the said person is alleged to be mentally ill in that he, she, was personally observed or was reported by reliable persons to have: (State irrational conduct, appearance, language, habits, attempts to injure self or others, etc., upon which this information is based.)

Irrational Conduct, threatens injury to self & others

(2) That said person is now in need of care and treatment.

WHEREFORE, your petitioner prays that a commission be convened to examine and assist the said person according to law.

Date 7-21 1954 Signed s/ George P. Smith, Jr. Petitioner

Relation to person none Address Palmyra, Va.

If public officer, give title Commonwealths Attorney, Fluvanna County

The foregoing petitioner being duly sworn, deposes and says that the statements set forth above are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me this 21 day of July 1954

Form DMH 1-A-M, revised September 1950 and approved by the State Hospital Board

s/ B. W. Seay, T. J.
Judge, Trial Justice, Police Justice, Civil and Police Justice (Indicate which.)

11,522 Eg
Ruhl Ruhl

Examiner's Exh. 1
E/Clawans, examiner

Re-filed 5/14/56

LIBER 119 PAGE 487

WARRANT

THE COMMONWEALTH OF VIRGINIA,

County of Fluvanna or city of _____ to-wit

To the sheriff, sergeant, or other authorized officer of the said county or city:

Whereas, George P. Smith (Name of petitioner) has this day alleged and given information, on oath, as set forth in the attached petition, before me, that, on the 21 day of July 19 54, in the said county or city

William J. Ruhl (Full given name and surname of person alleged to be mentally ill)

is alleged to be mentally ill and in need of care and treatment.

These are, therefore, in the name of the Commonwealth of Virginia, to command you, forthwith, to apprehend and bring before me, if practicable, or some other judge, trial justice, police justice, or civil and police justice of the said county or city, the said person for examination, by two physicians who are duly licensed to practice medicine in the Commonwealth of Virginia and actually practicing, on the 21 day of July, 19 54 to answer to the said allegation and to be examined as to h_____ mental condition and to be assisted further in accordance with the law.

And, moreover, by virtue of this warrant, I command you, in the name of the Commonwealth of Virginia, to summon Doctor Ayer C. Whitley and Doctor S. W. Selden, neither of whom is in any way related to, nor has any interest in the estate or property of the said person, to then and there inquire as to whether he, she, is mentally ill.

And, also, summon the following witnesses, who bear the following relationship to the said person:

Name	Relationship	Address
Geo. P. Smith, Jr.	Com. Att. for Fluvanna	Palmyra, Va.

and have then and there this warrant with you and return thereon.

Given under my hand and seal, this 21 day of July 19 54

B. W. Seay, T. J. (Seal)
Judge, Trial Justice, Police Justice, Civil and Police Justice (Indicate which.)

RETURN

Executed the above warrant by producing the said William J. Ruhl (Full given name and surname of person alleged to be mentally ill) before the judge, trial justice, police justice, or civil and police justice named, at the time and place directed, and by summoning the two physicians and the witnesses named in said warrant to appear at the time and place fixed therein, except _____ who were not found in my county or city.

James R. Hughes
Sheriff, Sergeant or other authorized officer

30

MEDICAL CERTIFICATE LIBER 119 PAGE 488

COMMONWEALTH OF VIRGINIA,

County of Fluvanna or city of _____

and Doctor S. W. Selden Address Kents Store, Va.

We, Doctor Ayer C. Whitley Address Palmyra, Va.

two physicians duly licensed to practice medicine in the Commonwealth of Virginia and actually practicing, do certify that we have this day personally examined William J. Ruhl, Sr., the person named in the

Full given name and surname of person alleged to be mentally ill

foregoing Petition, and as a result of such examination and the interrogation of witnesses are of the opinion that he, she, is mentally ill and in need of care and treatment in an institution for the mentally ill. We recommend that he, she, be committed to a proper State hospital or a licensed private institution for care and treatment, and there to be held until released in accordance with law.

These examinations were made in the presence of the judge or justice.

These examinations were not made in the presence of the judge or justice because it was impracticable.

Note: Strike out the sentence which is not applicable.

A complete recording of the examination is to be made on Part II of these proceedings and transmitted to the superintendent of the State hospital or licensed private institution as required by Section 37-69 of the Code of Virginia of 1950.

Given under our hands this 21 day of July, 1954

Ayer C. Whitley, MD. Seal
Doctor of Medicine

S. W. Selden Seal
Doctor of Medicine

Subscribed and sworn to before me this 21 day of July, 1954

B. W. Seay, T. J.
Judge, Trial Justice, Police Justice, Civil and Police Justice (Indicate which.)

ORDER OF COMMITMENT FOR THE MENTALLY ILL TO A STATE HOSPITAL OR A LICENSED PRIVATE INSTITUTION

COMMONWEALTH OF VIRGINIA,

County of Fluvanna or city of _____ to-wit:

To the sheriff, sergeant, or other authorized officer of the said county or city and to the superintendent of the Western State Hospital, Staunton Va.
Name of state hospital or licensed private institution — Address

Greetings:

Whereas I, B. W. Seay, a judge, trial justice, police justice, or civil and police justice (Underscore which is applicable) of the said county or city have read the certificate and findings of Doctor Ayer C. Whitley and Doctor S. W. Selden, two physicians who are duly licensed to practice medicine in the Commonwealth of Virginia and actually practicing and who, together with B. W. Seay, T.J.
Judge, trial justice, police justice, civil and police justice

constitute a commission of inquiry into the mental condition of William J. Ruhl
Full given name and surname of person being committed

and have this day found him, her, to be mentally ill and a suitable patient for admission to a hospital for the care and treatment of such persons and that the said person is not under criminal charge.

I, B. W. Seay, T. J. do, in the name of the Commonwealth
Judge, trial justice, police justice, civil and police justice

command you, the said sheriff, sergeant, or other authorized officer, to make provision for the suitable and proper care and treatment of the said William J. Ruhl and you, the superintendent of the hospital, are hereby authorized to
Full given name and surname of person being committed

receive into the said hospital, and into your care and charge, the said person to be cared for and treated as mentally ill, and I do hereby transmit to you, the said superintendent of the hospital, Part I containing the Petition, and medical certificate of findings. Also attached hereto is Part II containing the interrogatories, answers thereto and medical history.

According to law, one copy of Part I has this day been delivered or transmitted by me to the clerk of the court of the said county or city where deeds are recorded.

Given under my hand and seal this 21 day of July, 1954

B. W. Seay T. J.
Judge, Trial Justice, Police Justice, Civil and Police Justice (Indicate which.)

Palmyra — Fluvanna — Va.
Street & No. — City — County — State

Note:

For purpose of admission to state hospitals or licensed private institutions, this part of the proceedings is void unless accompanied by Part II, Interrogatories, answers thereto, and medical history.

LIBER 119 PAGE 489

PART I

COMMONWEALTH OF VIRGINIA

COUNTY ~~OR CITY~~ OF Fluvanna

PROCEEDINGS FOR THE COMMITMENT OF

William J. Ruhl

Full given name and surname of person committed

Type of Commitment

DATE OF COMMITMENT

7-21 19 54

Date of Admission to

State Hospital

or

Licensed Private Institution

19

Hospital Register No.

Filed in Clerk's Office at:

Fluvanna County

Palmyra, Va. City

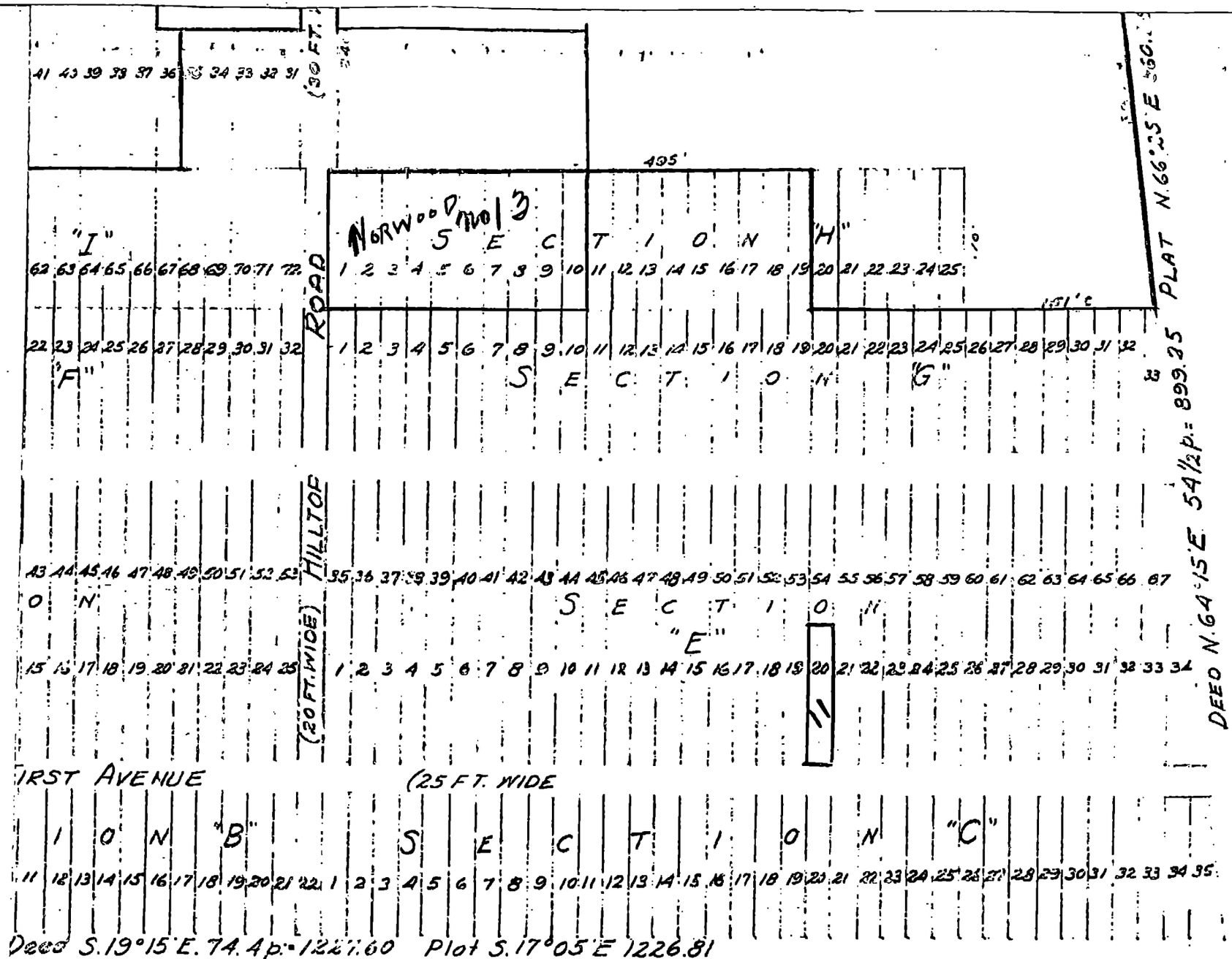
on 21st day of July 19 54

s/ Richard F. George, Clerk.

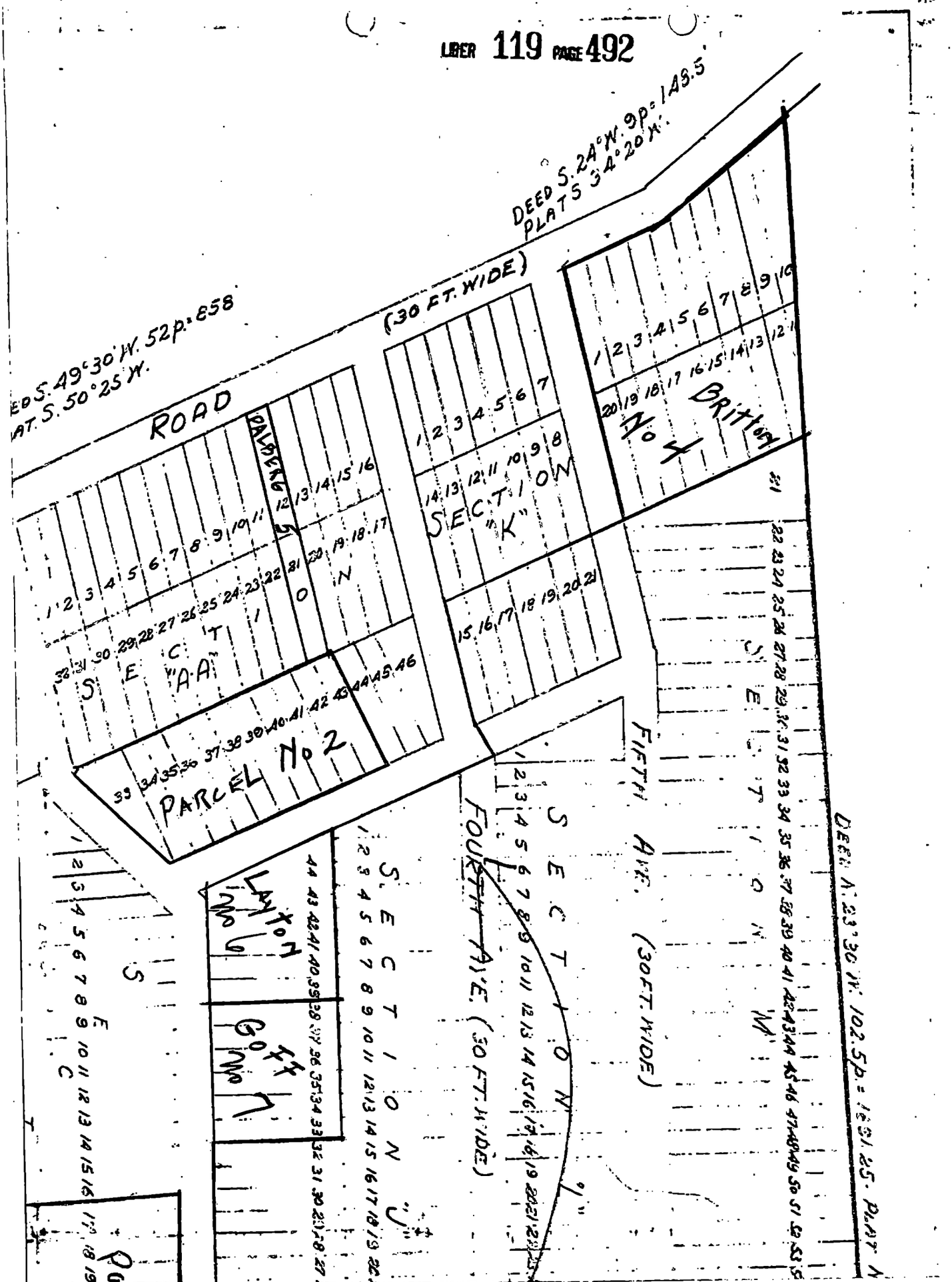
A Copy - Teste: Richard F. George, Clerk

Commitment Book Pages 139-142.

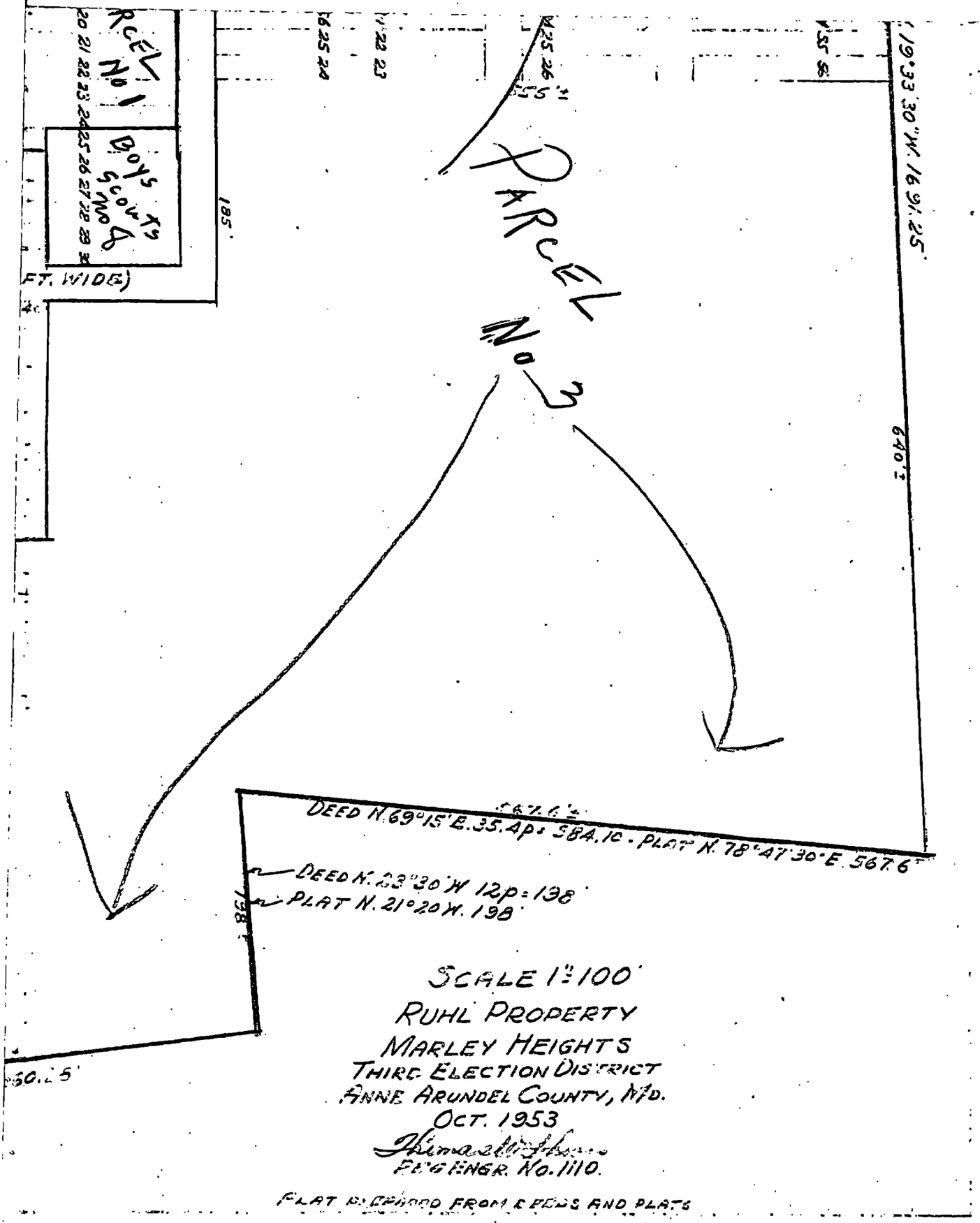
LIBER 119 PAGE 490



LIBER 119 PAGE 491


DEED S. 24° W. 9p = 148.5
PLATS 34° 20' W.
(30 FT. WIDE)
ROAD
PALBERG
SECTION "A-A"
SECTION "K"
PARCEL No 2
Britton No 4
FIFTH AVE. (30 FT. WIDE)
FOURTH AVE. (30 FT. WIDE)
SECTION "J"
SECTION "M"
Layton No 6
Goff No 7
DEED N. 23° 30' W. 102.5p = 1691.25. PLAT N

LIBER 119 PAGE 493



SCALE 1" = 100'

RUHL PROPERTY

MARLEY HEIGHTS

THIRD ELECTION DISTRICT

ANNE ARUNDEL COUNTY, MD.

OCT. 1953

Kenneth Shaw

REG. ENGR. No. 1110.

PLAT DRAWN FROM DEEDS AND PLATS

LIBER 119 PAGE 494

EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	
vs.	:	FOR
	:	
WILLIAM J. RUHL, SR., a Non-Resident Incompetent	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
		No. 11,522

D_E_C_R_E_E

The above cause standing ready for hearing and being submitted, the Bill of Complaint and all other proceedings having by the Court been read and considered, and it appearing that the unimproved tract of land mentioned and described in this proceeding is owned by Emma L. Ruhl and William J. Ruhl, Sr., as tenants in common, and that it would be advantageous to the parties hereto to sell said unimproved tract of land,

It is thereupon this 17th day of May, 1956, by the Circuit Court for Anne Arundel County, In Equity, ADJUDGED, ORDERED and DECREED, that the unimproved tract of land, situate in Marley Heights, Third Election District, Anne Arundel County, Maryland, mentioned and described in this proceeding, be sold, and that Howard B. Stocksdale and Malcolm B. Smith be, and they are hereby appointed Trustees, to make said sale, and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves and a corporate surety or sureties to be approved by this Court in the penalty of Thirty Thousand dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises; that they shall then proceed to make the said sale of said property at either public or private sale. If at public sale, they shall give at least 4 weeks notice by advertisement inserted in such weekly newspaper or newspapers published in Anne Arundel County, State of Maryland, as they shall think proper, of the time, place, manner and terms of sale, which shall be for cash; or the said Trustees may report to this Court for approval any offer or offers which they may receive for private sale, which to them may seem reasonable, but for not less than the highest appraised value as shown in the testimony and

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as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale or sales, with an annexed affidavit of the truth thereof and of the fairness of said sale. On obtaining the Court's ratification of the sale and on payment of the whole purchase money (and not before) the said Trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey unto the purchaser or purchasers, his, her or their heirs and assigns the property and estate to him, her or them sole, free, clear and discharged from all claim of the parties hereto, Complainant and Defendant, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the moneys arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Richardson
JUDGE

THE HOME INDEMNITY COMPANY

No. 11,522 Equity

HOME OFFICE NEW YORK

LIBER 119 PAGE 496

BOND #N 25-09-51

KNOW ALL MEN BY THESE PRESENTS:

That we, HOWARD B. STOCKSDALE AND MALCOLM B. SMITH

of Baltimore, Maryland

and THE HOME INDEMNITY COMPANY of

NEW YORK, N. Y. are held and

firmly bound unto the STATE OF MARYLAND in the full and just sum of Thirty Thousand and 00/100 Dollars ($30,000.00) to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this

22nd day of May in the year nineteen hundred and fifty-six.

WHEREAS, by decree of the Circuit Court for Anne Arundel County, sitting in Equity, passed in a cause in said court on the 17th day of May nineteen hundred and fifty six, between EMMA L. RUHL

complainants, and WILLIAM J. RUHL, SR.

respondents,

the above bound HOWARD B. STOCKSDALE AND MALCOLM B. SMITH

have been appointed Trustees to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH: That if the above bounden

HOWARD B. STOCKSDALE AND MALCOLM B. SMITH

do and shall well and truly and faithfully perform the trust reposed in them by aforesaid decree, or that may be reposed in them by any further decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Evelyn P. Weidner
Evelyn P. Weidner

Howard B. Stocksdale
Howard B. Stocksdale

Alice L. Wood

Malcolm B. Smith

THE HOME INDEMNITY COMPANY

Mary W. Southall
Mary W. Southall

BY: Frank R. Clarke
Frank R. Clarke, Attorney-in-Fact

Approved this 24 May, 1956
George T. Cromwell, Clerk.

FILED

1956 MAY 24 PM 3:34

Form H-4044—20M-6-47

LIBER 119 PAGE 497

EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., a Non-Resident Incompetent	:	IN EQUITY
	:	No. 11,522

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Howard B. Stocksdale and Malcolm B. Smith, Trustees, in the above entitled cause, respectfully represents:

1. That heretofore on the 17th day of May, 1956, your Petitioners herein were appointed Trustees in the above captioned cause to make sale of the unimproved land therein mentioned and have duly qualified by filing their approved bond.

2. That on or about the 13th day of December, 1954, Emma L. Ruhl and William J. Ruhl, Sr., agreed to sell unto Marshall N. Layton and Marian E. Layton, his wife, all those unimproved lots and parcels of ground known and designated as Lots Nos. 39 to 44, inclusive, Section J, Marley Heights, as shown on "Plat No. 2 of Marley Heights", recorded in Plat Book No. 18, folio 19 in Anne Arundel County and designated as Parcel No. 6 in Paragraph No. 5 of the Bill of Complaint filed in these proceedings.

3. That the purchase price of said lots was $500.00, of which $250.00 has heretofore been paid to Emma L. Ruhl and William J. Ruhl, Sr., but that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money and conveying the said property to the purchasers.

4. That Marshall N. Layton and Marian E. Layton, his wife, have paid the balance of the purchase money to your Petitioners and have requested a conveyance to them of said lots.

Wherefore your Petitioners pray that an Order be passed by this Honorable Court directing them as Trustees, aforesaid, to convey all the right, title, claim and interest of the said Emma L. Ruhl and William J. Ruhl, Sr., in and to said property, unto Marshall N. Layton and Marian E. Layton, his wife.

And as in duty bound, etc.

Howard B. Stocksdale

Howard B. Stocksdale

FILED
1956 OCT 19 AM 10:48

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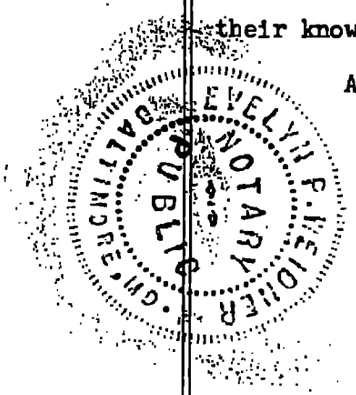
Malcolm B. Smith, Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Howard B. Stocksdale and Malcolm B. Smith, Trustees as aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Evelyn P. Weidner, Notary Public

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EMMA L. RUHL LIBER 119 PAGE 499 IN THE CIRCUIT COURT

: FOR

vs. : ANNE ARUNDEL COUNTY

WILLIAM J. RUHL, SR., : IN EQUITY
a Non Resident Incompetent

: NO. 11,522

ORDER OF COURT

The aforegoing Petition and Affidavit of Howard B. Stocksdale and Malcolm B. Smith, Trustees, as herein mentioned, having been read and considered, and it appearing that Marshall N. Layton and Marian E. Layton, his wife, have purchased the unimproved lots known and designated as Lots Nos. 39 to 44, inclusive, Section J, Marley Heights, as shown on "Plat No. 2 of Marley Heights", mentioned in the aforegoing Petition from William J. Ruhl, Sr. and Emma L. Ruhl, and that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money or conveying the same, and it further appearing that the said Marshall N. Layton and Marian E. Layton, his wife, having paid the full amount of the purchase money are entitled to a conveyance of said lots,

It is thereupon by the Circuit Court for Anne Arundel County, In Equity, this 19th day of October, 1956, ORDERED, that the said Howard B. Stocksdale and Malcolm B. Smith, Trustees as aforesaid, be and they are hereby directed to convey unto Marshall N. Layton and Marian E. Layton, his wife, all of the right, title, claim and interest of William J. Ruhl, Sr., and Emma L. Ruhl, in and to the unimproved lots known and designated as Lots Nos. 39 to 44, inclusive, Section J, Marley Heights, as shown on "Plat No. 2 of Marley Heights" as heretofore mentioned in the aforegoing Petition.

Benjamin Nicholson
JUDGE

filed 19/Oct/1956

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EMMA L. RUHL

vs.

WILLIAM J. RUHL, SR.,
a Non Resident Incompetent

LIBER 119 PAGE 500

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

NO. 11,522

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Howard B. Stocksdale and Malcolm B. Smith, Trustees, in the above entitled cause, respectfully represents:

1. That heretofore on the 17th day of May, 1956, your Petitioners herein were appointed Trustees in the above captioned cause to make sale of the unimproved land therein mentioned and have duly qualified by filing their approved bond.

2. That on or about the 24th day of April, 1941, Emma L. Ruhl and William J. Ruhl, Sr., agreed to sell unto William O. Norwood and Carolyn Norwood, his wife, all those unimproved lots and parcels of ground known and designated as Lots Nos. 1 to 10, inclusive, Block H, Marley Heights, as shown on "Plat No. 2 of Marley Heights" recorded in Plat Book No. 18, folio 19, in Anne Arundel County, and designated as Parcel No. 13, in Paragraph No. 5 of the Bill of Complaint filed in these proceedings.

3. That the purchase price of said lots was $390.00, all of which has heretofore been paid to Emma L. Ruhl and William J. Ruhl, Sr., except $114.95, but that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money and conveying the said property to the purchasers.

4. That William O. Norwood and Carolyn Norwood, his wife, have paid the balance of the purchase money to your Petitioners and have requested a conveyance to them of said lots.

Wherefore your Petitioners pray that an Order be passed by this Honorable Court directing them as Trustees, aforesaid, to convey all the right, title, claim and interest of the said Emma L. Ruhl and William J. Ruhl, Sr., in and to said property unto William O. Norwood and Carolyn Norwood, his wife.

And as in duty bound, etc.

Howard B. Stocksdale

Howard B. Stocksdale

FILED
1956 OCT 19 AM 10:48

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Malcolm B. Smith, Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Howard B. Stocksdale and Malcolm B. Smith, Trustees, as aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

EVELYN P. WEIDNER NOTARY PUBLIC BALTIMORE, MD.

Evelyn P. Weidner, Notary Public

EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR. a Non Resident Incompetent	:	IN EQUITY
	:	NO. 11,522

ORDER OF COURT

The aforegoing Petition and Affidavit of Howard B. Stocksdale and Malcolm B. Smith, Trustees, as herein mentioned, having been read and considered, and it appearing that William O. Norwood and Carolyn Norwood, his wife, have purchased the unimproved lots known and designated as Lots Nos. 1 to 10, inclusive, Block H, Marley Heights, as shown on "Plat No. 2 of Marley Heights" mentioned in the aforegoing Petition from William J. Ruhl, Sr., and Emma L. Ruhl, and that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money or conveying the same, and it further appearing that the said William O. Norwood and Carolyn Norwood, his wife, having paid the full amount of the purchase money, are entitled to a conveyance of said lots,

It is thereupon, by the Circuit Court for Anne Arundel County, In Equity, this 19th day of October, 1956, ORDERED that the said Howard B. Stocksdale and Malcolm B. Smith, Trustees as aforesaid, be and they are hereby directed to convey unto William O. Norwood and Carolyn Norwood, his wife, all of the right, title, claim and interest of William J. Ruhl, Sr. and Emma L. Ruhl, in and to the unimproved lots known and designated as Lots Nos. 1 to 10, inclusive, Block H, Marley Heights, as shown on "Plat No. 2 of Marley Heights", as heretofore mentioned in the aforegoing Petition.

Benjamin Michaelson
JUDGE

filed 19 Oct 1956

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LIBER 119 PAGE 503

EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., a Non Resident Incompetent	:	IN EQUITY
	:	NO. 11,522

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Howard B. Stocksdale and Malcolm B. Smith, Trustees, in the above entitled cause, respectfully represents:

1. That heretofore on the 17th day of May, 1956, your Petitioners herein were appointed Trustees in the above captioned cause to make sale of the unimproved land therein mentioned and have duly qualified by filing their approved bond.

2. That on or about the 26th day of January, 1954, Emma L. Ruhl and William J. Ruhl, Sr., agreed to sell unto Calvin J. Britton and Mary E. Britton, his wife, all those unimproved lots and parcels of ground known and designated as Lots Nos. 1 to 20, inclusive, Block M, Marley Heights, as shown on "Plat No. 2 of Marley Heights" recorded in Plat Book No. 18, folio 19, in Anne Arundel County, and designated as Parcel No. 4, in Paragraph No. 5 of the Bill of Complaint filed in these proceedings.

3. That the purchase price of said lots was $1500.00, of which $875.00 has heretofore been paid to Emma L. Ruhl and William J. Ruhl, Sr., but that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money and conveying the said property to the purchasers.

4. That Calvin J. Britton and Mary E. Britton, his wife, have paid the balance of the purchase money to your Petitioners and have requested a conveyance to them of said lots.

Wherefore your Petitioners pray that an Order be passed by this Honorable Court directing them as Trustees, aforesaid, to convey all the right, title, claim and interest of the said Emma L. Ruhl and William J. Ruhl, Sr., in and to said property unto Calvin J. Britton and Mary E. Britton, his wife.

And as in duty bound, etc.

Howard B. Stocksdale

Malcolm B. Smith, Trustees

FILED
1956 OCT 19 AM 10:49

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Howard B. Stocksdale and Malcolm B. Smith, Trustees as aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

EVELYN P. WEIDNER NOTARY PUBLIC BALTIMORE, MD.

Evelyn P. Weidner

Evelyn P. Weidner, Notary Public

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LIBER 119 PAGE 505

EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., a Non Resident Incompetent	:	IN EQUITY
	:	NO. 11,522

ORDER OF COURT

The aforegoing Petition and Affidavit of Howard B. Stocksdale and Malcolm B. Smith, Trustees, as herein mentioned, having been read and considered, and it appearing that Calvin J. Britton and Mary E. Britton, his wife, have purchased the unimproved lots known and designated as Lots Nos. 1 to 20, inclusive, Block M, Marley Heights, as shown on "Plat No. 2 of Marley Heights", mentioned inthe aforegoing Petition from William J. Ruhl, Sr. and Emma L. Ruhl, and that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money or conveying the same, and it further appearing that the said Calvin J. Britton and Mary E. Britton, his wife, having paid the full amount of the purchase money, are entitled to a conveyance of said lots,

It is thereupon, by the Circuit Court for Anne Arundel County, In Equity, this 19th day of October, 1956, ORDERED, that the said Howard B. Stocksdale and Malcolm B. Smith, Trustees, as aforesaid, be and they are hereby directed to convey unto Calvin J. Britton and Mary E. Britton, his wife, all of the right, title, claim and interest of William J. Ruhl, Sr., and Emma L. Ruhl, in and to the unimproved lots known and designated as Lots Nos. 1 to 20, inclusive, Block M, Marley Heights, as shown on "Plat No. 2 of Marley Heights" as heretofore mentioned in the aforegoing Petition.

Benjamin Michaelson
JUDGE

filed 19 Oct 1956

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LIBER 119 PAGE 506

EMMA L. RUHL : IN THE CIRCUIT COURT

: FOR

vs. : ANNE ARUNDEL COUNTY

WILLIAM, J. RUHL, SR., : IN EQUITY
a Non Resident Incompetent :

No. 11,522

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Howard B. Stocksdale and Malcolm B. Smith, Trustees, in the above entitled cause, respectfully represents:

1. That heretofore on the 17th day of May, 1956, your Petitioners herein were appointed Trustees in the above captioned cause to make sale of the unimproved land therein mentioned and have duly qualified by filing their approved bond.

2. That on or about the 22nd day of March, 1954, Emma L. Ruhl and William J. Ruhl, Sr., agreed to sell unto Matthew J. Goff, all those unimproved lots and parcels of ground known and designated as Lots Nos. 33 to 38, inclusive, Section J, Marley Heights, as shown on "Plat No. 2 of Marley Heights" recorded in Plat Book No. 18, folio 19, in Anne Arundel County, and designated as Parcel No. 7, in Paragraph No. 5 of the Bill of Complaint filed in these proceedings.

3. That the purchase price of said lots was $400.00, of which $220.00 has heretofore been paid to Emma L. Ruhl and William J. Ruhl, Sr., but that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money and conveying the said property to the purchaser.

4. That Matthew J. Goff has paid the balance of the purchase money to your Petitioners and has requested a conveyance to him of said lots.

Wherefore your Petitioners pray that an Order be passed by this Honorable Court directing them as Trustees, aforesaid, to convey all the right, title, claim and interest of the said Emma L. Ruhl and William J. Ruhl, Sr., in and to said property unto Matthew J. Goff.

And as in duty bound, etc.

Howard B. Stocksdale

Howard B. Stocksdale

Malcolm B. Smith

Malcolm B. Smith, Trustees

FILED

1956 OCT 19 AM 10:48

#5

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Howard B. Stocksdale and Malcolm B. Smith, Trustees, as aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

EVELYN P. WEIDNER NOTARY PUBLIC BALTIMORE, MD.

Evelyn P. Weidner
Evelyn P. Weidner, Notary Public

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EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., a Non Resident Incompetent	:	IN EQUITY
	:	NO. 11,522

ORDER OF COURT

The aforegoing Petition and Affidavit of Howard B. Stocksdale and Malcolm B. Smith, Trustees as herein mentioned, having been read and considered, and it appearing that Matthew J. Goff, has purchased the unimproved lots known and designated as Lots No. 33 to 38, inclusive, Section J, Marley Heights as shown on "Plat No. 2 of Marley Heights", mentioned in the aforegoing Petition from William J. Ruhl, Sr., and Emma L. Ruhl, and that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money or conveying the same and it further appearing that the said Matthew J. Goff, having paid the full amount of the purchase money, is entitled to a conveyance of said lots,

It is thereupon, by the Circuit Court for Anne Arundel County, In Equity, this 19th day of October, 1956, ORDERED, that the said Howard B. Stocksdale and Malcolm B. Smith, Trustees as aforesaid, be and they are hereby directed to convey unto Matthew J. Goff, all of the right, title, claim and interest of William J. Ruhl, Sr., and Emma L. Ruhl, in and to the unimproved lots known and designated as Lots Nos. 33 to 38, inclusive, Section J, Marley Heights, as shown on "Plat No. 2 of Marley Heights", as heretofore mentioned in the aforegoing Petition.

Benjamin Michaelson
JUDGE

filed 19/Oct/1956 10:45 am

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EMMA L. RUHL

vs.

WILLIAM J. RUHL, SR.

LIBER 119 PAGE 509

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 11,522

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Howard B. Stocksdale and Malcolm B. Smith, Trustees appointed by the decree in the above entitled cause, to make sale of the unimproved lots and parcels of ground, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, said Trustees did on or about September 26th, 1956, sell at private sale, unto Dwight L. Bostic and Ruth M. Bostic, his wife, for the sum of Eleven hundred dollars ($1100.00), same being the appraised value thereof, the following described property, designated as Parcel No. 2 in the Petition and Plat filed in these proceedings and more particularly described as follows:

Beginning for the same at the intersection of the northeast side of Third Avenue, as laid out 30 feet wide, and the northwest side of an unnamed 30 ft. street shown on Plat No. 2 of Marley Heights, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-4, Plat No. 6, the said point of beginning being the southmost corner of Lot 33, Section AA, as shown on the said plat, and running thence with the northwest side of the said unnamed street, North 50° 25' East 200.0 feet; thence leaving the said street and running with the division line between Lots 43 and 44, Section AA, North 39° 35' West 110.0 feet, thence running South 50° 25' West 246.35 feet to the northeast side of the aforementioned Third Avenue; thence running with the northeast side of the said avenue, South 62° 26' East 119.37 feet to the place of beginning. Being all of Lots, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43, Section AA, as shown on the aforementioned Plat No. 2 of Marley Heights.

Respectfully submitted,

Howard B. Stocksdale

Howard B. Stocksdale

Malcolm B. Smith

Malcolm B. Smith, Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY that on this 17th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Howard B. Stocksdale and Malcolm

FILED

1956 OCT 19 AM 10:49

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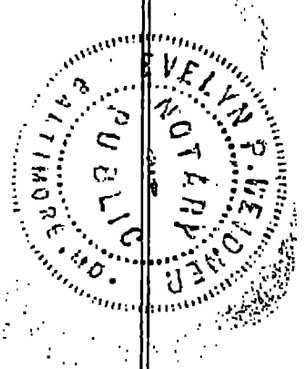
B. Smith, Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



Evelyn P. Weidner

Evelyn P. Weidner, Notary Public

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ORDER NISI

LIBER 119 PAGE 511

EMMA L. RUHL

versus

WILLIAM J. RUHL, SR.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,522 Equity

Ordered, this 19 day of October, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by Howard B. Stocksdale and Malcolm B. Smith Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of November next.

The report states that the amount of sale was $ 1,100.00

Filed 1956 Oct 19 AM 10:49 George E. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

EMMA L. RUHL

versus

WILLIAM J. RUHL, SR.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of December finally, 1956, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1956 DEC -8 AM 9:07

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LIBER 119 PAGE 512

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. 11,522 Equity

EMMA L. RUHL

Vs.

WILLIAM J. RUHL, SR.

Ordered, this 19th day of October, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Howard B. Stockdale and Malcolm B. Smith Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of November next.

The report states that the amount of sale was $1,100.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

N-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1956

We hereby certify, that the annexed

Order Nisi - Sale -

Equity 11522

Ruhl vs. Ruhl

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 November, 1956. The first insertion being made the 25th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

1956-DEC-7 AM 11:55

No. M.G. 886

HOWARD B. STOCKSDALE, Solicitor
2 E. Lexington Street,
Baltimore, Maryland

MALCOLM B. SMITH, Solicitor
88 State Circle
Annapolis, Maryland

Trustees' Sale

VALUABLE UNIMPROVED LAND LOCATED IN MARLEY HEIGHTS, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND SUITABLE FOR REAL ESTATE DEVELOPMENT

By virtue of a Decree of the Circuit Court for Anne Arundel County, passed in a cause entitled "Emma L. Ruhl vs. William J. Ruhl, Sr., an Incompetent, Equity No. 11,522", in said Court, the undersigned Trustees, will sell at public auction, at the Court House Door, Annapolis, Maryland, on

Tuesday, April 30, 1957 at 10:30 o'clock, A. M.

All those eight parcels of land situate in Marley Heights, Anne Arundel County, and described as follows:

BEGINNING for the first thereof at a point in the North 64° 15' East 54½ perch line of the whole tract, of which the land hereby described is a part, the said point of beginning being the southwestmost corner of the land shown on Plat No. 2 of Marley Heights, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-4, Plat No. 6, and running thence with the outline of the said whole tract with courses referred to the meridian of 1933 and as shown on the said plat, North 66° 25' East a corrected distance of 307 feet more or less; thence still running with the said outline, North 21° 20' West 198.0 feet; thence continuing with the said outline, North 78° 47' 30" East 567.60 feet; thence still running with the said outline, North 10° 33' 30" West a corrected distance of 640.0 feet, more or less, to the southeast corner of Lot 56, Section M, as shown on the said plat; thence still running with the said outline North 10° 33' 30" West 760.50 feet; thence leaving the said outline and running with the southmost line of Lots 12 to 20, inclusive, Section M, South 50° 25' West 176.60 feet, more or less, to the northeast side of Fifth Avenue; thence crossing the said avenue, South 50° 25' West 30.50 feet to the southwest side thereof; thence running with the northmost line of Lots 15 to 21, inclusive, Section K, South 50° 25' West 140.0 feet to the northeast side of Fourth Avenue; thence running with the northeast side of the said Fourth Avenue, South 29° 11' East 111.84 feet to the north-most intersection of Fourth Avenue and an unnamed 30 ft. street shown on the said plat; thence crossing the said unnamed street, in a southerly direction 30 feet, more or less, to the eastmost intersection of the said Fourth Avenue and the said unnamed street; thence crossing the said avenue, South 50° 25' West 32.47 feet to the southmost corner of the said intersection; thence running with the southmost side of the said unnamed street and with the northmost line of Lot 1, Section J, South 50° 25' West 119.15 feet; thence leaving the said street and running with the westmost or rear line of Lots 1 to 14, inclusive, Section J, South 17° 05' East 264.36 feet; thence running with the division line between Lots 32 and 33, Section J, South 72° 55' West 110.0 feet to the eastmost side of Third Avenue; thence running with the eastmost side of the said avenue, South 17° 05' East 365.0 feet to the end of the said Avenue at the southmost side of Hilltop Road; thence running with the southmost side of Hilltop Road, South 72° 55' West 140.0 feet; thence leaving the said road and running South 17° 05' East 105.0 feet; thence running South 72° 55' West 110.0 feet to the northmost corner of Lot 11, Section H; thence running with the eastmost or

LIBER 119 PAGE 513 OFFICE OF #11,522 Equity

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1957

We hereby certify, that the annexed

Trustees' Sale

Emma L. Ruhl

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 April, 1957. The first insertion being made the 28th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

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1957 MAY 10 AM 11:02

By [illegible]

rear line of Lots 11 to 19, inclusive, Section H, South 17° 05' East 180.0 feet; thence running with the division line between Lots 19 and Lot 20, Section H, South 72° 55' West 110.0 feet; thence running with the westmost line of Lots 20 to 25, inclusive, Section H, and with the outline of the property shown on the said plat, South 17° 05' East 271.0 feet, more or less, to the point of beginning, containing 18.3[illegible] acres of land, more or less, including Lots 20 to 25, inclusive, Section H, Lots 1 to 32, inclusive, Section J, Lots [illegible] to 21, inclusive, Section K, Lots [illegible] 26, inclusive, Section L, Lots 21 to 30, inclusive, Section M, and also including the bed of Fourth Avenue south of an unnamed 30 ft. street and the bed of Fifth Avenue south of the southmost corner of Lot 20, Section M and the eastmost corner of Lot 8, Section K, all as shown on the hereinbefore mentioned Plat No. 2 of Marley Heights.

BEGINNING for the second thereof at a point on the westernmost side of Third Avenue, as laid out 30 feet wide, distant North 17° 05' West 115.0 feet from the intersection of the westernmost side of the said road and the northmost side of Hilltop Road, as laid out 30 feet wide, all as shown on a Plat No. 2 of Marley Heights, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-4, Plat No. 6, and running thence with the westernmost side of Third Avenue, North 17° 05' West 180.24 feet; thence leaving the said avenue and running with the division line between Lot 16 and Lot 17, Section I, as shown on the said plat, South 70° 00' West 110.14 feet; thence running with the division line between Lot 44 and Lot 45, Section I, on the same course, South 70° 00' West 110.14 feet; thence running parallel to Third Avenue, South 17° 05' East 189.12 feet; thence running with the division line between Lot 35 and Lot 36, Section I, North 72° 55' East 110.0 feet; thence running North 17° 05' West 20.0 feet; thence running with the division line between Lot 24 and Lot 25, Section I, North 72° 55' East 110.0 feet to the place of beginning. BEING all of Lots 17, 18, 10, 20, 21, 22, 23, 24, 36, 37, 38, 39, 40, 41, 42, 43 and 44, Section I, as shown on the aforementioned Plat No. 2, of Marley Heights.

BEGINNING for the third thereof being known and designated as Lots Nos. 25, 26, 27, 28, 29 and 30, Block I, as shown on Plat No. 2 of Marley Heights, recordad in Plat Book No. 18, folio 19, same constituting a corner lot of approximately 120 by 110 feet more or less in size.

BEGINNING for the fourth thereof being known and designated as Lot No. 20, Block E, as shown on Plat of Marley Heights, recorded in Plat Book No. 9, folio 41, same having a frontage of 20 feet on First Avenue with a depth of even width of 110 feet.

BEGINNING for the fifth thereof being known and designated as Lot No. 60, Block I, as shown on Plat No. 2 of Marley Heights, recorded in Plat Book No. 18, folio 19, same having a width of 20 feet and a depth of even width of 110 feet.

BEGINNING for the sixth thereof being known and designated as Lots Nos. 12 and 21, Block AA, as shown on Plat No. 2 of Marley Heights, recorded in Plat Book No. 18, folio 19, same having a frontage of 20 feet on Marley Neck Road, with a depth of even width of 220 feet.

BEGINNING for the seventh thereof being known and designated as Lot No. 18, Block A, as shown on Plat of Marley Heights recorded in Plat Book No. 9, folio 41, same having a frontage of 25.8 feet on Marley Neck Road with a depth of even width of 100 feet more or less.

BEGINNING for the eighth thereof being known and designated as Lot No. 1, Block F, as shown on Plat of Marley Heights, recorded in Plat Book No. 9, folio 41, being 13 feet wide in front, 110 feet deep and 80.46 feet wide in the rear.

MANNER AND TERMS OF SALE: Each property will be offerod separately and the bids reserved. They will then be offered as an entirety and then sold in the manner producing the largest amount. A deposit of $500.00 on the first mentioned property and $100.00 each on the second and third properties, and $25.00 on each of the other properties will be required of the purchaser, at the time of sale, if sold individually; or $1000.00 if sold as an entirety. The balance of all unpaid purchase moneys to be paid in cash upon ratification of sale by the Court. All adjustments to be made as of date of sale. The Trustees reserve the right to reject any and all bids.

For further particulars apply to the undersigned Trustees.

HOWARD B. STOCKSDALE
MALCOLM B. SMITH
Trustees.

GEORGE SCIBLE, Auctioneer. A-25

LIBER 119 PAGE 515

EMMA L. RUHL	:	IN THE
	:	CIRCUIT COURT
- vs -	:	FOR
WILLIAM J. RUHL, SR., a Non-Resident Incompetent	:	ANNE ARUNDEL COUNTY
	:	No. 11,522 EQUITY

:::::::

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Howard B. Stocksdale and Malcolm B. Smith, Trustees appointed in this cause to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as required by said Decree and after giving notice of the time, place and manner and terms of the sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland and by handbills set up at the Court House door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than four successive weeks before the day of sale, they did, pursuant to said notice attend at the Court House door in the City of Annapolis, on Tuesday, April 30, 1957, at 10:30 a.m., the time and place so advertised, and then and there proceeded to sell said real estate, the only bids received being for the second parcel as so advertised described as follows:

BEGINNING at a point on the westernmost side of Third Avenue, as laid out 30 feet wide, distant North 17° 05' West 115.0 feet from the intersection of the westernmost side of the said road and the northmost side of Hilltop Road, as laid out 30 feet wide, all as shown on a Plat No. 2 of Marley Heights, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-4, Plat No. 6, and running thence with the westernmost side of Third Avenue, North 17° 05' West 180.24 feet; thence leaving the said avenue

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1957 MAY 27 PM 2:09

53

and running with the division line between Lot 16 and 17, Section I, as shown on the said plat, South 70° 00' West 110.14 feet; thence running with the division line between Lot 44 and Lot 45, Section I, on the same course, South 70° 00' West 110.14 feet; thence running parallel to Third Avenue, South 17° 05' East 189.12 feet; thence running with the division line between Lot 35 and Lot 36, Section I, North 72° 55' East 110.00 feet; thence running North 17° 05' West 20.0 feet; thence running with the division line between Lot 24 and Lot 25, Section I, North 72° 55' East 110.00 feet to the place of beginning.

BEING all of Lots 17,18,19,20,21,22,23,24,36,37,38,39,40,41,42,43 and 44, Section I, as shown on the aforementioned Plat No. 2, of Marley Heights; together with the fifth parcel as so advertised, described as Lot 60, Block I, as shown on Plat 2 of Marley Heights, recorded in Plat Book 18, folio 19, having a width of 20 feet and a depth of 110 feet; the same having been sold to one Melvin Hoffman, for the sum of $1,250.00, he being the highest bidder for the said property;

AND the seventh parcel as so advertised, described as Lot 18, Block A as shown on a plat of Marley Heights recorded in Plat Book 9, folio 41, having a frontage of 25.8 feet on Marley Neck Road with a depth of 100 feet more or less; and the eighth parcel as so advertised, described as Lot 1, Block F, as shown on a plat of Marley Hights recorded in a Plat Book 9, folio 41, being 13 feet wide in the front, 110 feet deep and 80.46 feet wide at the rear thereof; the said two parcels having been sold to the Trustees of Marley Heights Methodist Church, for the sum of $10.00, they being the highest bidders for the said property.

And your said Trustees file herewith as exhibits, the Auctioneer's Certificate and agreement of purchasers marked Exhibit One and Two, respectively, with report of sale.

The price obtained for the said property is fair and reasonable, and the ratification of the said sales as made is recommended.

All of which is respectfully submitted.

Malcolm B. Smith

Howard B. Stocksdale
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27 day of May, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard B. Stocksdale and Malcolm B. Smith, Trustees, and they made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of their knowledge and belief, and that the sale was fairly made and for the highest price which they were able to obtain therefor.

Witness my hand and Notarial Seal.

Alice L. Wood
Notary Public

ORDER NISI

LIBER 119 PAGE 519

EMMA L. RUHL

versus

WILLIAM J. RUHL, SR.,
a Non-Resident Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,512 Equity

Ordered, this 27th day of May, 19 57, That the sale of the properties in these proceedings mentioned made and reported by Malcolm R. Smith and Howard B. Stockdale Trustees,

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

The report states that the amount of sales ~~made~~ was $ 1,260.00

1957 MAY 27 P.M. 3:45

George T. Crommell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EMME L. RUHL

versus

WILLIAM J. RUHL, SR.,
a Non-Resident Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of July, 19 57, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed finally no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1957 JUL 17 PM 3:14

56

LIBER 119 PAGE 520

HOWARD B. STOCKSDALE, Solicitor
2 E. Lexington Street
Baltimore 2, Maryland

MALCOLM B. SMITH, Solicitor
88 State Circle
Annapolis, Maryland

TRUSTEES' SALE

VALUABLE UNIMPROVED LAND

LOCATED IN MARLEY HEIGHTS, THIRD ELECTION DISTRICT ANNE ARUNDEL COUNTY, MARYLAND SUITABLE FOR REAL ESTATE DEVELOPMENT

By virtue of a Decree of the Circuit Court for Anne Arundel County, passed in a cause entitled "Emma L. Ruhl vs. William J. Ruhl, Sr., an Incompetent, Equity No. 11,522", in said Court, the undersigned Trustees, will sell at public auction, at the Court House Door, Annapolis, Maryland, on Tuesday, April 30, 1957 at 10:30 o'clock A. M.

Eight parcels of valuable unimproved land located in and around the subdivision of Marley Heights in the Third Election District. For further details contact the above Trustees or see advertisement in the Maryland Gazette of March 28th, April 11th, 18th or 25th.

GEORGE SCIBLE, Auctioneer

Filed 1957. May 27
2.09 P M

JS

LIBER 119 PAGE 521

I, Melvin Hoffman, hereby certify that I purchased at public auction on this 30th day of April, 1957 from Howard B. Stocksdale and Malcolm B. Smith, Trustees, that parcel of land described as Parcels No. 2 + 5 as advertised in the Maryland Gazette of March 28, 1957, at and for the sum of $1,250.00, of which sum I have this day paid $-100.00.

Melvin Hoffman

I, George W. Scible, hereby certify that I sold at public auction for Howard B. Stocksdale and Malcolm B. Smith, Trustees, to Melvin Hoffman that parcel of land described as Parcels No. 2 + 5 in an advertisement thereof contained in the Maryland Gazette for March 28, 1957 at and for the sum of $1,250.00, which was at the said sale the highest bid received.

George W. Scible

George W. Scible, Auctioneer

FILED
1957 MAY 27 PM 2:09

Exhibit #1

HOWARD B. STOCKSDALE, Solicitor
2 E. Lexington Street
Baltimore 2, Maryland

MALCOLM B. SMITH, Solicitor
88 State Circle
Annapolis, Maryland

TRUSTEES' SALE

VALUABLE UNIMPROVED LAND

LOCATED IN MARLEY HEIGHTS, THIRD ELECTION DISTRICT ANNE ARUNDEL COUNTY, MARYLAND SUITABLE FOR REAL ESTATE DEVELOPMENT

By virtue of a Decree of the Circuit Court for Anne Arundel County, passed in a cause entitled "Emma L. Ruhl vs. William J. Ruhl, Sr., an Incompetent, Equity No. 11,522", in said Court, the undersigned Trustees, will sell at public auction, at the Court House Door, Annapolis, Maryland, on Tuesday, April 30, 1957 at 10:30 o'clock A. M.

Eight parcels of valuable unimproved land located in and around the subdivision of Marley Heights in the Third Election District. For further details contact the above Trustees or see advertisement in the Maryland Gazette of March 28th, April 11th, 18th or 25th.

GEORGE SCIBLE, Auctioneer

04

LIBER 119 PAGE 523

I, Trustees of Marley Heights Methodist Church, hereby certify that I purchased at public auction on this 30th day of April, 1957 from Howard B. Stocksdale and Malcolm B. Smith, Trustees, that parcel of land described as Parcels No. 7+8 as advertised in the Maryland Gazette of March 28, 1957, at and for the sum of $10.00, of which sum I have this day paid $10.00.

Agnes Jordan Trustee

I, George W. Scible, hereby certify that I sold at public auction for Howard B. Stocksdale and Malcolm B. Smith, Trustees, to Trustees of Marley Heights Methodist Church that parcel of land described as Parcels No. 7+8 in an advertisement thereof contained in the Maryland Gazette for March 28, 1957 at and for the sum of $10.00, which was at the said sale the highest bid received.

George W. Scible, Auctioneer

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1957 MAY 27 PM 2:09

59

Exhibit #2

LIBER 119 PAGE 524

EMMA L. RUHL	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM J. RUHL, SR., a Non Resident Incompetent	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 11,522

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Howard B. Stocksdale and Malcolm B. Smith, Trustees, in the above entitled cause, respectfully represents:

1. That heretofore on the 17th day of May, 1956, your Petitioners herein were appointed Trustees in the above captioned cause to make sale of the unimproved land therein mentioned and have duly qualified by filing their approved bond.

2. That on or about the 3rd day of April, 1943, Emma L. Ruhl and William J. Ruhl, Sr. agreed to sell unto John Palberg, all those unimproved lots and parcels of ground known and designated as lots No. 12 and 21, Block AA, Marley Heights, as shown on "Plat No. 2 of Marley Heights" recorded on or about April 20, 1943 in Plat Book No. 18, folio 19 in Anne Arundel County, and designated as Parcel No. 5, in Paragraph No. 5 of the Bill of Complaint filed in these proceedings.

3. That the purchase price of said lots was $118.00 of which $25.00 has heretofore been paid to Emma L. Ruhl and William J. Ruhl, Sr. but that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money and conveying the said property to the purchaser.

4. That John Palberg has paid the balance of the purchase money to your petitioners and has requested a conveyance to him of said lots.

Wherefore your Petitioners pray that an Order be passed by this Honorable Court directing them as Trustees, aforesaid, to convey all the right, title, claim and interest of the said Emma L. Ruhl and William J. Ruhl, Sr., in and to said property unto John Palberg.

And as in duty bound, etc.

Howard B. Stocksdale

Malcolm B. Smith

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1957 JUN -7 PM 2:16

61

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 24th day of May, 1957, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Howard B. Stocksdale and Malcolm B. Smith, Trustees, as aforesaid, and made oath in due form of law, that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

As witness my hand and notarial seal.

Benjamin Whiteman

Notary Public

62

LIBER 119 PAGE 526

EMMA L. RUHL	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM J. RUHL, SR. a Non Resident Incompetent	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	NO. 11,522

ORDER OF COURT

The aforegoing Petition and Affidavit of Howard B. Stocksdale and Malcolm B. Smith, Trustees as herein mentioned, having been read and considered, and it appearing that John Palberg has purchased the unimproved lots known and designated as Lots Nos. 12 and 21, Block AA, Marley Heights as shown on "Plat No. 2 of Marley Heights", mentioned in the aforegoing Petition from William J. Ruhl, Sr., and Emma L. Ruhl, and that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money or conveying the same and it further appearing that the said John Palberg, having paid the full amount of the purchase money, is entitled to a conveyance of said lots.

It is thereupon, by the Circuit Court for Anne Arundel County, In Equity, this 7th day of June, 1957, ORDERED, that the said Howard B. Stocksdale and Malcolm B. Smith, Trustees as aforesaid, be, and they are hereby, directed to convey unto John Palberg, all of the right, title, claim and interest of William J. Ruhl, Sr., and Emma L. Ruhl, in and to the unimproved lots known and designated as Lots Nos. 12 and 21, Block AA, Marley Heights, as shown on "Plat No. 2 of Marley Heights", as heretofore mentioned in the aforegoing Petition.

Benjamin Michaelson
Judge

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1957 JUN -7 PM 3:56

63

LIBER 119 PAGE 527 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 13, 1957

We hereby certify, that the annexed

Order Nisi. Sale

Eq. #11,522

William J. Ruhl, Sr.,

Emma L. Ruhl

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 July, 1957. The first insertion being made the 30th day of May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,522 Equity
EMMA L. RUHL

Vs.

WILLIAM J. RUHL, SR., a Non-Resident Incompetent.

Ordered, this 27th day of May, 1957, That the sale of the properties in these proceedings mentioned made and reported by Malcolm B. Smith and Howard B. Stockdale Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of July next.

The report states that the amount of sales were $1,260.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

JU-20

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1957 JUL 10 PM 3:18

No. M. G. 11840

64

EMMA L. RUHL LIBER 119 PAGE 528 IN THE CIRCUIT COURT

: FOR

vs. : ANNE ARUNDEL COUNTY

WILLIAM J. RUHL, SR. : EQUITY # 11,522

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioneof Malcolm B. Smith and Howard B. Stocksdale, Trustees, respectfully represents:

1. That by a Decree of this Honorable Court passed in the within proceedings on May 17th, 1956, your Petitioners herein were appointed Trustees to make sale of certain property in said cause described and mentioned, at either public or private sale or sales, provided that no private sale be for a less sum than the appraised value thereof.

2. That among the assets that came into their hands as Trustees, was certain unimproved land described in said proceedings as Parcels Nos. three (3) eleven (11) and twelve (12) appraised as follows: Parcel No. 3 at $21,972.00, Parcel No. 11 "no value" and Parcel No. 12 "no value", all of which will more fully appear by reference to said proceedings.

3. That your Petitioners endeavored to sell the aforementioned three parcels of land at private sales by advertising the same themselves and by listing them with W. Burton Guy & Co., Beatrice Debring & Co. and though an option with Maurice C. Ogle but without any success whatsoever. That they advertised the aforesaid property for sale at public auction at the Court House Door in Annapolis on Tuesday, April 30th, 1957, but received no bids. That your Petitioners have cancelled all real estate listing contracts.

4. That your Petitioners have received direct from Beech Realty Inc. an offer of $12,000.00 for the aforementioned three parcels of land.

5. That your Petitioners believe and therefore aver that this is the highest price obtainable for said three unimproved parcels of land and that it is for the best interest of the Estate to accept said offer of $12,000.00.

Wherefore Your Petitioners pray this Honorable Court to pass an order authorising and empowering them to sell the three unimproved parcels of land hereinbefore mentioned unto Bomar Realty Corp. for the sum of $12,000.00.

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1959 JAN 16 AM 10:14

65

And as in duty bound, etc.

Malcolm B. Smith

Howard B. Stocksdale, Trustees

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

I HEREBY CERTIFY that on this 16 day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Malcolm B. Smith, Trustee, and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 5th day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Howard B. Stocksdale, Trustee, and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Carolyn Zeman Notary Public

My Commission Expires: May 4th, 1959

66

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is this 17th day of January, 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED, that the Decree of this Honorable Court passed on May 17th, 1956 in a cause entitled "Emma L. Ruhl vs. William J. Ruhl, Sr., Equity No. 11, 522" be and the same is hereby modified to the extent that Malcolm B. Smith and Howard B. Stocksdale, Trustees, therein appointed, be and they are hereby authorized and empowered to sell at private sale the three unimproved parcels of land described and mentioned in said proceedings as Parcels Nos. 3, 11 and 12 unto Beach Realty Inc., for the sum of $12,000.00 and that the Trustees file a report of said sale in these proceedings, and that an order nisi on said sale be published in due course.

Benjamin Michaelson
Judge

FILED

1959 JAN 19 PM 12:28

67

REAL ESTATE CONTRACT OF SALE

LIBER 119 PAGE 531

This Agreement of Sale, made this 13th day of January nineteen hundred and fifty-nine, between Howard B. Stockdale and Malcolm B. Smith, Trustees, under a Decree of the Circuit Court for Anne Arundel County, dated May 17th, 1956, in a cause entitled "Emma L. Ruhl vs. William J. Ruhl, Sr." Seller, and Beech Realty Inc., 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 3rd election district of Anne Arundel County, all that property described as Parcels Nos. 1, 4 and 5 in a notice of Public Sale attached to this Agreement, being a portion of the property described in Equity Case No. 11, 522 aforementioned and also designated as Parcels Nos. 3, 11 and 12 on the plat filed in said proceedings, Parcel No. 1 containing 18.31 acres of land, more or less.

at and for the price of Twelve Thousand --- Dollars ($12,000.00)

of which Twelve Hundred ---------------------- Dollars ($1200.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash of $10,800.00 on the date of settlement which shall be within 60 days from the date of the final ratification of said sale by the Circuit Court for Anne Arundel County.

It is specifically understood, covenanted and agreed that this agreement of sale is subject to the approval and ratification of the Circuit Court for Anne Arundel County in the case aforementioned and that should the Court fail or refuse to approve and ratify this agreement or should the title to said property be found to be defective and beyond correction that then and in that event this agreement shall become null and void and the purchase money refunded to the buyer.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes and other public charges 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, 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.

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

Alice L. Wood — WITNESS—AS TO SELLER'S SIGNATURE | [signature] (SEAL) SELLER'S SIGNATURE

Carolyn Zeman — WITNESS—AS TO SELLER'S SIGNATURE | Howard B. Stockdale (SEAL) SELLER'S SIGNATURE Trustees

Carolyn Zeman — WITNESS—AS TO BUYER'S SIGNATURE | Beech Realty Inc. (SEAL) BUYER'S SIGNATURE

WITNESS—AS TO BUYER'S SIGNATURE | By Joseph M. [signature] (SEAL) BUYER'S SIGNATURE

Lucas Bros., Balto., Md.
Form 19½

FILED
1959 JAN 17 AM 9:52

68

LIBER 119 PAGE 532

EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., a Non-Resident Incompetent	:	No. 11,522
	:	Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Howard B. Stocksdale, and Malcolm B. Smith, Trustees appointed by the decree in the above entitled cause, to make sale of the real estate in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, they did pursuant to said decree sell at private sale the three unimproved parcels of land described and mentioned in said proceedings as Parcels No. 3, 11 and 12 unto Bevan Realty Incorporated for the sum of $12,000.00, same being the appraised value thereof as modified. That the price obtained for the said property is fair and reasonable, and the ratification of the said sale as made is recommended.

Respectfully submitted,

Howard B. Stocksdale

Howard B. Stocksdale

Malcolm B. Smith

Malcolm B. Smith

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally Howard B. Stocksdale, one of the Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Carolyn Zeman

Carolyn Zeman Notary Public

CAROLYN ZEMAN NOTARY PUBLIC BALTIMORE, MD.

FILED 1959 JAN 20 AM 11:05

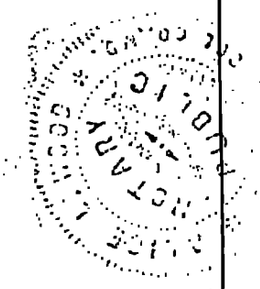
69

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

I HEREBY CERTIFY, That on this 16 day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, aforesaid, personally appeared Malcolm B. Smith, one of the Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Alice L. Wood
Notary Public



ORDER NISI

LIBER 119 PAGE 534

Emma L. Ruhl

versus

William J. Ruhl, Sr.,

a Non-Resident Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,522 Equity

Ordered, this 20th day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by Howard B. Stocksdale and Malcolm B. Smith, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $12,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 JAN 20 AM 11:05

TEST: Clerk.

(Final Order)

Emma L. Ruhl

versus

William J. Ruhl, Sr.,

a Non-Resident, Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of February, 1959, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED

1959 FEB 24 PM 12:31

71

OFFI(OF

LIBER 119 PAGE 535

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. 11,522 Equity

EMMA L. RUHL
VERSUS
WILLIAM J. RUHL, SR.,
A Non-Resident Incompetent

Ordered, this 20th day of January, 1959, That the sale of the property in these proceedings mentioned made and reported by Howard B. Stocksdale and Malcolm B. Smith, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $12,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 16, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. #11522

William J. Ruhl, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1959. The first insertion being made the 22nd day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB 17 AM 8:28

Nagel Tilghman

No. M. G. 12447

72

LIBER 119 PAGE 536

EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., A None Resident Incompetent	:	IN EQUITY
	:	No. 11, 522

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Howard B. Stocksdale and Malcolm B. Smith, Trustees, in the above entitled cause, respectfully represents:

1. That heretofore on the 17th day of May, 1956, your Petitioners herein were appointed Trustees in the above captioned cause to make sale of the unimproved land therein mentioned and have duly qualified by filing their approved bond.

2. That on or about the 3rd day of May, 1954, Emma L. Ruhl and William J. Ruhl, Sr., agreed to sell unto "The Boy Scouts Troop No. 849 and Cub Scouts Pack No. 849 of America, Marley Area Camp, Inc." all those unimproved lots and parcels of ground known and designated as Lots Nos. 25 to 30 inclusive, Block I, Marley Heights, as shown on "Plat No. 2 of Marley Heights" recorded in Plat Book No. 18, folio 19, in Anne Arundel County, and designated as Parcel No. 8, in paragraph No. 5 of the Bill of Complaint filed in these proceedings.

3. That the purchase price of said lots was $400.00 of which $225.00 has been paid to Emma L. Ruhl and William J. Ruhl, Sr., but that the said William J. Ruhl became incompetent before receiving the balance of the purchase money amounting to $175.00 and conveying the said property to the purchaser.

4. That the said purchaser has paid the balance of the purchase money amounting to $175.00 to your Petitioners and has requested a conveyance to it of said lots.

FILED

1959 AUG -6 AM 10:03

73

Wherefore your Petitioners pray that an Order be passed by this Honorable Court directing them as Trustees, aforesaid, to convey all the right, title, claim and interest of the said Emma L. Ruhl and William J. Ruhl, Sr., in and to said property unto "The Boy Scouts Troop No. 849 and Cub Scouts Pack No. 849 of America, Marley Area Camp, Inc."

And as in duty bound, etc.

Howard B. Stocksdale

Malcolm B. Smith, Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of August 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Howard B. Stocksdale and Malcolm B. Smith, Trustees, as aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC BALTIMORE, MD.

Carolyn Zeman
Notary Public

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EMMA L. RUHL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM J. RUHL, SR., A Non Resident Incompetent	:	IN EQUITY
	:	No. 11, 522

ORDER OF COURT

The aforegoing Petition and Affidavit of Howard B. Stocksdale and Malcolm B. Smith, Trustees as herein mentioned, having been read and considered, and it appearing that "The Boy Scouts Troop No. 849 and Cub Scouts Pack No. 849 of America, Marley Area Camp, Inc." has purchased the unimproved lots known and designated as Lots No. 25 to 30, inclusive, Section I, Marley Heights as shown on "Plat No. 2 of Marley Heights", mentioned in the aforegoing Petition from William J. Ruhl, Sr., and Emma L. Ruhl, and that the said William J. Ruhl, Sr., became incompetent before receiving the balance of the purchase money or conveying the same and it further appearing that the said "The Boy Scouts Troop No. 849 and Cub Scouts Pack No. 849 of America, Marley Area Camp, Inc.", having paid the full amount of the purchase money, is entitled to a conveyance of said lots,

It is thereupon, by the Circuit Court for Anne Arundel County, In Equity, this 6th day of August, 1959, ORDERED, that the said Howard B. Stocksdale and Malcolm B. Smith, Trustees as aforesaid, be, and they are hereby, authorized and directed to convey unto "The Boy Scouts Troop No. 849 and Cub Scouts Pack No. 849 of America, Marley Area Camp, Inc.", all of the right, title, claim and interest of William J. Ruhl, Sr., and Emma L. Ruhl, in and to the unimproved lots known and designated as Lots Nos. 25 to 30, inclusive, Section I, Marley Heights, as shown on "Plat No. 2 of Marley Heights", as heretofore mentioned in the aforegoing Petition.

FILED

1959 AUG -7 AM 10:54

Benjamin Michaelson
Judge

75

LIBER 119 PAGE 539

In the Case of

Emma L. Ruhl

VS.

William J. Ruhl, Sr.

In the

Circuit Court

For

Anne Arundel County

No. 11,522 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

August 13, 1959

Auditor.

FILED

1959 AUG 13 PM 3:51

Dr. Emma L. Ruhl vs. William J. Ruhl, Sr. in ac.

To Trustees for Fee (Order 6/26/59), viz:		600 00		
To Trustees for Commissions on sales, viz:				
(1) Sale to Dwight L. Bostic - $1,100.		62 00		
(2) Sale to Melvin Hoffman and Marley Heights M.E. Church	1,311.75	69 91		
(3) Sale to Beech Realty, Inc.	12,000.00	390 00		
(4) Option granted Maurice Ogle	100.00	7 00		
To Trustees for Commissions on Collections, viz:				
(1) Sale to Marshall N. Layton	281.52	19 71		
(2) Sale to Calvin J. Britton	757.38	46 87		
(3) Sale to Matthew J. Goff	45.14	3 16		
(4) Sale to John Palberg	189.05	13 23		
(5) Boy Scout Troop #842,etc.	175.00	12 25	1,224	13
To Trustees 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		97 50		
Clerk of Court - additional Court costs		1 25		
Emanuel Klawans - Examiner's fee		10 00		
Irene Hazel - stenographer's fees		16 00		
Malcolm B. Smith - guardian ad litem's fee		4 00		
Auditor - stating this account		72 00		
			220	75
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (Bostic sale)		8 00		
Capital-Gazette Press - advertising sale		160 64		
Capital-Gazette Press - order nisi (Hoffman and Marley Heights M. E. Church sale)		8 00		
Capital-Gazette Press - order nisi (Beech Realty, Inc. sale)		8 00		
Capital-Gazette Press - order nisi (acct)		12 00		
The A. S. Abell Co. - advertising sale (1956)		8 70		
The A. S. Abell Co.- advertising sale (1957)		45 15		
Barrett Printing Co. - handbills		14 79		
Home Indemnity Co. - 1956, 1957, 1958 and 1959 bond premiums		480 00		
George W. Scible - auctioneer's fee (Hoffman and Marley Heights Church sales)		20 00		
Jos. D. Lazenby - appraisal and testimony		50 00		
Fred W. Kuethe - appraisal and testimony		50 00		
Thomas W. Shives - plat and descriptions		28 00		
Baltimore Photo & Blue Print Co. - photostats of plats, etc.		14 70		
Clerk of Court, Balto. City - certified copy of divorce decree		1 50		
Sheriff of Augusta County, Va. - fee for serving defendant		3 00		
Evelyn P. Weidner - notary fees to 10/17/56		2 50		
R. E. Dammeyer - magistrate's costs - Ruhl vs. Palberg		2 90		
Alice L. Wood - notary fees		2 00		
Carolyn Zeman - notary fees		1 50		
			921	38

To Trustees for Taxes, viz:			
1956 State and County taxes	67	67	
1957 State and County taxes	65	81	
1958 State and County taxes	89	36	
1959 State and County taxes (adjusted to 5/15/59¢	32	63	
1959 State and County taxes on Lots 25 to 30, inc., Section I	1	55	257 02
To Trustees for Benefit Charges, viz:			
1956 water and sewer benefit charges	71	09	
1957 water and sewer benefit chartes	24	79	95 88
To Trustees for Allowances to Purchasers, viz:			
One-half Federal and State documentary stamps (Layton sale)		55	
One-half Federal and State documentary stamps (Britton sale)	1	65	
One-half Federal and state documentary stamps (Goff sale)		55	
One-half Federal and State documentary stamps (Bostic sale)	1	65	
One-half Federal and State documentary stamps (Beech Realty, Inc. sale)	13	20	17 60
BALANCE FOR DISTRIBUTION - $13,356.11			
Distributed as follows:			
To Emma L. Ruhl - one-half	6,678	06	
To William J. Ruhl, Sr. - one-half	6,678	05	13,356 11
			16,092 87

with Howard B. Stocksdale and Malcolm B. Smith, Trustees Cr.

Proceeds of Sales as follows:		
(1) Dwight L. Bostic - private sale of Lots 33 -43, inc., Sec. AA (ratified 12/7/56)	1,100 00	1,100 00
(2) Melvin Hoffman - public sale Lots 17-24 and 36-44, inc, Section I (ratified 7/17/57)	1,250 00	
Interest from 4/30/57 to 2/7/58	51 75	1,301 75
Marley Heights M.E. Church	10 00	10 00
(3) Beech Realty, Inc. - private sale Lots 1, 4 and 5 as described in advertisement of sale (ratified 2/24/59)	12,000 00	12,000 00
(4) Maurice Ogle - option to purchase above lots	100 00	100 00
Collections as follows:		
(1) Marshall N. Layton - balance due on purchase price Lots 39 to 44, inc., Section J.	250 00	
Interest on unpaid balance from 12/16/54 to 10/25/56	31 52	281 52
(2) Calvin J. Britton - balance due on purchase price of Lots 1 to 20, inc., Block M	625 00	
Interest on unpaid balance to 10/19/56	132 38	757 38
(3) Matthew J. Goff - balance due on purchase price of Lots 33 to 38, inc., Block J	20 00	
Interest on unpaid balance to 3/28/57	25 14	45 14
(4) John Palberg - balance due on purchase price of Lots 12 and 21 Block AA	113 00	
Interest on unpaid balance to 6/1/57	76 05	189 05

(5) The Boy Scouts Troop #849 and Cub Scout Pack #849 - balance due on purchase price of Lots 25 to 30, inc., Sec. 1	175 00	175 00
REFUNDS		
Marshall N. Layton and Wife -		
1955 and 1956 State and County taxes	3 00	
1956 water and sewer benefit charges	45 64	48 64
William O. Norwood -		
1954, 1955, 1956 and 1957 State and County taxes (Lots 1 - 10 Blk H)	22 70	
1953 through 1957 water and sewer benefit charges	26 09	48 79
Calvin J. Britton, Jr., and wife		
1954, 1955 and 1956 State and County taxes	13 20	13 20
Matthew J. Goff -		
1954 through 1957 State and County taxes	6 00	6 00
Dwight L. Bostic and wife		
1957 State and County taxes (adj.)	3 36	
1957 water and sewer benefit charges	7 14	10 50
Melvin Hoffman		
1957 State and County taxes	3 00	3 00
John Palberg - Court costs	2 90	2 90
		16,092 87

ORDER NISI

LIBER 119 PAGE 544

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Emma L. Ruhl

VERSUS

William J. Ruhl, Sr.

No. 11,522 Equity.

1959 AUG 13 PM 3:51

ORDERED, This 13TH day of August, 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 21st 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 21st day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

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

OFFI' OF

LIBER 119 PAGE 545

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1959

We hereby certify, that the annexed Order Nisi Eq. 11,522 Auditor Account William J. Ruhl, Sr. (Emma L. Ruhl)

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 September, 1959. The first insertion being made the 20th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 SEP 10 PM 1:29

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 11,522 Equity
EMMA L. RUHL
versus
WILLIAM J. RUHL, SR.

Ordered, this 13th day of August, 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 21st day of September next; Provided, a copy of this Orded be inserted in some newspaper published in Anne Arunudel County, once in each of three successive weeks before the 2-st day of September next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

s-3

80 No. M.G. 10576

LIBER 119 PAGE 546

Docket ..... Folio .....
Case No. 13,228 Eq.
Filed .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

WILLIAM T. KATZENBERGER SR and JENNIE LEE KATZENBERGER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 29th day of October A.D. 1956 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,190.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That your petitioner files herewith an Affidavit made by Dwight F. Brunk, Vice-President of Aurora Federal Savings and Loan Association, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "Petitioner's Exhibit No. 2" and prayed to be taken as a part of this petition.

That default has now occurred in the performance of the covenants of said Mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.

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.

William F. Podlich

WILLIAM F. PODLICH *Attorney for Plaintiff*

FILED
1959 MAY -9 AM 11:00

LIBER 119 PAGE 547

No. 13,228 Eq.

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

LIBER 1074 PAGE 396

PETITIONER'S EXHIBIT NO. 1

This Mortgage, made this 29th day of October

in the year one thousand nine hundred and fifty-six , between

WILLIAM T. KATZENBERGER, SR. and JENNIE LEE KATZENBERGER, 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 WILLIAM T. KATZENBERGER, SR. and JENNIE LEE KATZENBERGER, his wife, ---------- the sum of TEN THOUSAND ONE HUNDRED NINETY & 00/100 ($10,190.00) ---------- 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-TWO & 60/100 ($62.60) ---------- 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 WILLIAM T. KATZENBERGER, SR. and JENNIE LEE KATZENBERGER, 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 Fifty (150), situated on the northwest side of Cathedral Place, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being now known as No. 302 Cathedral Place.

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

FILED

1959 MAY -9 AM 11:00

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 & 00/100 ($108.00) Dollars, payable in even and equal half-yearly installments on the 21st days of June and December 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.

5

LIBER 119 PAGE 550

LIBER 1074 PAGE 399

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:

William T. Katzenberger, Sr. (SEAL)
William T. Katzenberger, Sr.

Elsie Curtis
Elsie Curtis

Jennie Lee Katzenberger (SEAL)
Jennie Lee Katzenberger

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 29th day of October 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

WILLIAM T. KATZENBERGER, SR. and Jennie Lee Katzenberger, 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
Elsie Curtis Notary Public.

My commission expires on May 6, 1957.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE

Rec'd for record Oct. 30, 1956 at 10:36 A.M.
Mailed to Podlich & Podlich

③ B

MORTGAGE

FROM

WILLIAM T. KATZENBERGER, SR. and JENNIE LEE KATZENBERGER, 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 & of the Land Records of and examined per Clerk.

RECORDED IN LIBER GTC
56 OCT 30 AM 10:36
NO. 1074 FOLIO 396
GEO. T. CROMWELL, CLERK

Cost of Record $ 5.50

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

0

Property:
Lot 150, Section
Five of LEHIGH
302 Cathedral Place

Description approved

DB - TT

Execution approved

RP

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

PETITIONER'S EXHIBIT NO. 2

IN THE LIBER 119 PAGE 551

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

WILLIAM T. KATZENBERGER SR. and JENNIE LEE KATZENBERGER, his wife

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 15,228 Eq.

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK Vice-President of Aurora Federal Savings and Loan Association, 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~~) information, knowledge and belief

(1) said defendant ~~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 defendant ~~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 member of the Enlisted Reserve Corps who has been ordered to report for military service.

Dwight F. Brunk

Affiant.

Dwight F. Brunk

Subscribed and sworn to before me this 7th day of May 19 59

Elsie Curtis

Notary Public

ELSIE CURTIS

NOTARY PUBLIC BALTIMORE, MD.

FILED

1959 MAY -9 AM 11:00

6

STATEMENT OF MORTGAGE CLAIM

LIBER 119 PAGE 552

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

WILLIAM T. KATZENBERGER, SR., and JENNIE LEE KATZENBERGER, his wife

DOCKET ..... FOLIO .....
CASE NO. 13,228 Eq.
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage from WILLIAM T. KATZENBERGER, SR. and JENNIE LEE KATZENGERGER, his wife. to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 29th day of October, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1074, folio 396, secured by the leasehold premises known as No. 302 Cathedral Place.

Original Loan	$10,190.00
Amount repaid	424.10
Loan Balance	$ 9,765.90
Interest to 6/8/59	209.16
Penalties	14.56
	$ 9,989.62
Expense Account Credit	31.26
	$ 9,958.36

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Viola G. Shults
~~Dwight F. Brunk~~, Vice President
VIOLA G. SHULTS

Aurora Federal Savings and Loan Association INCORPORATED 1895

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of MAY in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared VIOLA G. SHULTS, ------ ~~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 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,

Elsie Curtis
Notary Public.

ELSIE CURTIS

BALTIMORE, MD. NOTARY PUBLIC ELSIE CURTIS

FILED
1959 MAY -9 AM 11:00

7

LIBER 119 PAGE 553

DOCKET ..... FOLIO .....

CASE No. 13228 Eq.

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

WILLIAM T. KATZENBERGER, SR. and JENNIE LEE KATZENBERGER, his wife

IN THE

CIRCUIT COURT

FOR

Anne Arundel COUNTY

IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 9th day of May, in the year nineteen hundred and fifty-nine, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William F. Podlich 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 corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $9,900.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further 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 Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said 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 commissions 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 hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Approximate value of Property $ 9,900.00

Benjamin Michaelson
JUDGE

FILED
1959 MAY 11 PM 12:10

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 10 PAGE 8

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 119 PAGE 554

Aurora Federal Savings and Loan Association

versus

William T. Katzenberger, Sr. and Jennie Lee Katzenberger, his wife

No. 13,228 Equity

BOND OF TRUSTEE TO SELL

Real Estate

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

Baltimore 1, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Nine Hundred & 00/100 - Dollars ($ 9,900.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 2nd day of June in the year of our Lord one thousand, nine hundred and fifty nine.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

William T. Katzenberger, Sr. and Jennie Lee Katzenberger, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich

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.

Elsie Curtis (SEAL)
ELSIE CURTIS

William F. Podlich (SEAL)

Betty Morsell (SEAL)

Bond Approved this 5th day of June 1959.
George F. Cromwell, Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

FILED

1959 JUN -5 AM 11:05

9

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

Trustees' Sale

OF VALUABLE LEASEHOLD PROPERTY

302 Cathedral Place
(BEING Lot No. 150 on Plat of Section 5 of LEHIGH, in the Third Election District of Anne Arundel County).

By Decree of the Circuit Court of Anne Arundel County, the undersigned Trustee will sell at Public Auction on the premises on

Monday, June 8, 1959 at 2:30 o'clock P. M.

(Eastern Daylight Saving Time) all that leasehold lot of ground and premises situate 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 Fifty (150), situated on the northwest side of Cathedral Place, as shown upon the Plat of Section Five (5) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being now known as No. 302 Cathedral Place.

SUBJECT to an annual ground rent of One Hundred and Eight ($108.00) Dollars.

IMPROVED by a one-story brick dwelling, with carport.

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

TERMS: CASH upon ratification of sale by the Court; 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 therefore has been actually levied or not, shall be paid by the Seller to the date of Sale, or allowance made therefore 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.

DEPOSIT of $500.00 required at sale; balance to bear interest at 6 per cent from date of sale.

WILLIAM F. PODLICH Trustee
E. T. NEWELL & CO.
Auctioneers

Ju-4

OFFICE OF

Maryland Gazette

Published by LIBER 119 PAGE 555

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1959

We hereby certify, that the annexed

Trustee's Sale
302 Cathedral Place

13,228 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1959. The first insertion being made the 14th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JUN 11 AM 9:55

By A. Tilghman

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, vs. WILLIAM T. KATZENBERGER SR and JENNIE LEE KATZENBERGER,,his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket 18 folio 155 Equity No. 13228

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 8th day of June, 1959, the undersigned Auctioneer did sell the leasehold property known as No. 302 Cathedral Place (being Lot No. 150 on the Plat of Section 5 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

at and for the sum of EIGHT THOUSAND and no/100 ($8,000.00) Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of 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 8th day of June, 1959, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Trustee, at and for the sum of Eight Thousand and no/100 ($8,000.00) ---------- Dollars, of which the sum of Five Hundred and no/100 ($500.00) Dollars was paid on account to said Trustee; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

Fairway Federal Savings & Loan Assn.

by _____ Vice President

FILED
1959 JUN 17 PM 2:19

11

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	: NO. 13 228 - EQUITY
-vs-	: IN THE CIRCUIT COURT
WILLIAM T. KATZENBERGER, SR., and JENNIE LEE KATZENBERGER, his wife	: FOR ANNE ARUNDEL COUNTY :DOCKET 18 - FOLIO 155

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the leasehold premises 302 Cathedral Place (Lot No. 150, Plat of Section Five of LEHIGH, in the 3rd Election District of Anne Arundel County), 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 said County for more than three successive weeks preceding the day of sale, said Trustee, WILLIAM F. PODLICH, did pursuant to said notice on Monday, the 8th day of June, 1959, at 2.30 o'clock, P.M., attend on the premises and then and there sold at Public Auction the property above referred to, unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION for the sum of Eight Thousand and 00/100 ($8,000.00) Dollars, being at that figure, the highest bidder therefor, to be paid IN CASH upon ratification of said sale; 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.

And the said Trustee 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 purchaser to comply with the other of said terms, same being as set out in said Advertisement annexed hereto.

Said Trustee reports further that said property, so sold, was not owned by any individual whose Military Status could or might affect the

FILED
1959 JUN 17 PM 2:19

12

right of said attorney to make said sale.

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

AND, as in duty bound, etc.

William F. Podlich

(William F. Podlich) Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of June, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

Elsie Curtis

Notary Public

ELSIE CURTIS

13

ORDER NISI

LIBER 119 PAGE 559

Aurora Federal Savings and Loan Association, a body corporate

versus

William T. Katzenberger, Sr., and Jennie Lee Katzenberger, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,228 Equity

Ordered, this 17th day of June, 19 59, That the sale of the Property in these proceedings mentioned made and reported by William F. Podlich, Trustee

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

The report states that the amount of sale was $8,000.00

George T. Cromwell Clerk.

True Copy,
FILED 1959 JUN 17 PM 2:19

TEST: _____ Clerk.

(Final Order)

Aurora Federal Savings and Loan Association, a body corporate

versus

William T. Katzenberger, Sr., and Jennie Lee Katzenberger, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of July, 1959 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Crowe
JUDGE.

FILED
1959 JUL 31 AM 11:30

14

OFFICE OF

Maryland Gazette

LIBER 119 PAGE 560

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 - Sale - Eq. 13228

William T. Katzenberger, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of July, 1959. The first insertion being made the 25th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUL 29 PM 3:19

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,228 Equity

AURORA FEDERAL SAVINGS and LOAN ASSOCIATION, A body corporate

Versus

WILLIAM T. KATZENBERGER, SR., and JENNIE LEE KATZENBERGER, his wife

Ordered, this 17th day of June, 1959, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sale was $8,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

jy-16,

No. M. G. 9821

15

In the Case of

Aurora Federal Savings and Loan Association

VS.

William T. Katzenberger and Jennie Lee Katzenberger, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,228 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.

Auditor.

August 14, 1959

Dr. Aurora Federal Savings and Loan Association, a body corporate vs. William T. Katzenberger and Jennie Lee Katzenberger, his wife

in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	272	14	307	14
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	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)	12	00		
U.S. Fidelity & Guaranty Co. -bond premium	29	70		
E.T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Elsie Curtis - notary fees	1	50	131	24
To Attorney for Taxes and Benefit Charges, viz:				
1959 State and County taxes - adjusted	63	25		
Metered water to 6/8/59	12	50	75	75
To Attorney for Ground Rent, viz: Semi-annual ground rent of $54.00 due 6/21/59 - 5 months 13 days	50	10	50	10
To Aurora Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,483	59	7,483	59
			8,108	32
Amount of mortgage claim filed	9,958	36		
Cr. Amount allowed above	7,483	59		
Balance subject to decree in personam	2,474	77		

17

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

1959				
June	8	Proceeds of Sale	8,000 00	
		Interest on deferred payment of $7,500.00 to 8/5/59 - 1 month 27 days	71 25	8,071 25
		Refund 1959 water and sewer benefit charges - 6 months 22 days	37 07	37 07
				8,108 32

ORDER NISI

LIBER 119 PAGE 564

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Aurora Federal Savings and Loan Association

VERSUS

William T. Katzenberger and Jennie Lee Katzenberger, his wife

No. 13,228 Equity.

1959 AUG 18 A 10:00

ORDERED, This 18th day of August, 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 21st 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 21st day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22d day of September, 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 SEP 22 PM 3:15

Benjamin Richardson

Judge

19

LIBER 119 PAGE 565

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. 13,228 Equity

Aurora Federal Savings and Loan Association

versus

WILLIAM T. KATZENBERGER and JENNIE LEE KATZENBERGER, his wife

Ordered, this 18th day of August, 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 21st 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 21st day of September next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
s-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 8, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,228
Auditor Account.

William T. Katzenberger

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 September, 1959. The first insertion being made the 20th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 10591 1959 SEP 10 PM 1 19 By H. Tilghman

20

LIBER 119 PAGE 566

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

FREDERICK EDGAR BUFFINGTON and
SIGRID D. BUFFINGTON, his wife
104 Furnlea Drive, Glen Burnie
~~Anne Arundel County, Maryland~~
Defendants

Docket _____ Folio _____
Case No. No. 13,220 Equity
Filed _____

IN THE

CIRCUIT COURT

FOR

[redacted]
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 17th day of September A.D. 1957 the defendants executed and delivered to Weaver Bros. Inc. of Maryland, 100 St. Paul Street, Baltimore 2, Md., a mortgage upon certain leasehold property in Baltimore County, therein described, to secure the payment of the mortgage debt of $11,850.00 and interest as therein mentioned, [redacted] which mortgage was short assigned unto Metropolitan Life Insurance Company on September 17, 1959, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

And your petitioner 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.

John J. Neubauer - Attorney for Plaintiff

[redacted]

FILED
1959 MAY -7 PM 3:55

REVIEWED BY LAW DIVISION
MORTGAGE INVESTMENTS

LIBER 119 PAGE 567

MARYLAND

VA Form VB4-6318 (Home Loan) Aug 1958 Use Optional Servicemen's Readjustment Act (38 U S C A. 694 (a)) Acceptable to Federal National Mortgage Association

LIBER 1152 PAGE 168

No. 13220 Equity

MORTGAGE

THIS MORTGAGE, made this 17th day of September, A D 1957, by and between FREDERICK EDGAR BUFFINGTON and SIGRID D. BUFFINGTON, his wife, of Anne Arundel County

[redacted], in the State of Maryland, hereinafter called the Mortgagor, and WEAVER BROS. INC. OF MARYLAND

a corporation organized and existing under the laws of the Stateof Maryland - - - - - - - - - - - - hereinafter called the Mortgagee

WHEREAS, the Mortgagor, [redacted] is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of ELEVEN THOUSAND EIGHT HUNDRED FIFTY AND 00/100ths - - - - - - Dollars ($ 11,850.00), 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 payee - - -, 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 SIXTY AND 05/100ths - - - - - - - - - - - - - - Dollars ($ 60.05), commencing on the first day of October, 1957, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1987 Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof [redacted] according to amortization schedule

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

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

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

BEING known and designated as Lot No. 20, Block "C", as shown on a Plat entitled "Hammarlee Estates", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 27, folio 30, the improvements whereon are to be known as No. 104 Furnlea Drive.

BEING the same lot of ground described in an Assignment from Silver Holding Corporation, to the within Mortgagors, dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County.

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

vs.

FREDERICK EDGAR BUFFINGTON and
SIGRID D. BUFFINGTON, his wife
104 Furnlea Drive, Glen Burnie
Anne Arundel County, Maryland
Defendants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT NO. 1

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

16—42890-8

LIBER 119 PAGE 568
LIBER 1152 PAGE 169

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all of the residue of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual ground rent of One Hundred Twenty Dollars ($120.00), payable in equal semi-annual installments on the 17th days of March and September in each and every year.

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

16—43290-3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith . AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John J. Mesaros, 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 $250.00 Dollars for conducting the proceedings, and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland, second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby, and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns

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

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

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

Witness

George M. Bayley
GEORGE M. BAYLEY

Frederick Edgar Buffington [SEAL]
Frederick Edgar Buffington

Sigrid D. Buffington [SEAL]
Sigrid D. Buffington

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit

I HEREBY CERTIFY, That on this 17th day of September 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared FREDERICK EDGAR BUFFINGTON and SIGRID D. BUFFINGTON, his wife, - - - - - - - - - - - the above named Mortgagors, and - - - - they - - - acknowledged the foregoing mortgage to be - - - - - - - - - their respective - - - act

At the same time also personally appeared Joseph S Knapp Jr, 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 M. Bayley
Notary Public

MY COMMISSION EXPIRES MAY 4, 1959 GEORGE M. BAYLEY

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.

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 17th day of September 1957.

Witness:

Eva M Reiner
Eva M. Reiner

WEAVER BROS. INC. OF MARYLAND (SEAL)

BY Roy E. Paddock
Roy E. Paddock, Ass't Vice President

Rec'd for record Sept. 19, 1957 at 10.56 A.M.
Mailed to The Maryland Title Guarantee Co.

STATE OF MARYLAND
1957 SEP 19 AM 10:56
& RECORDED IN LIBER GTC
134,138
FOLIO 172
CLERK

Mortgage
FROM
FREDERICK EDGAR BUFFINGTON AND
SIGRID D. BUFFINGTON, HIS WIFE
TO
WEAVER BROS. INC. OF MARYLAND
S/A METROPOLITAN LIFE INSURANCE COMPANY

Received for Record 19 at o'clock M
Same day recorded in Liber Folio &c,
Note of the Land Records of
RECD. FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 SEP 19 AM 10:56
& RECORDED IN LIBER GTC
FOLIO 168
CLERK

Cost of Record, $ 16.00, Clerk

THE MARYLAND TITLE GUARANTEE CO.
215 E. FAYETTE STREET
BALTIMORE 2, MARYLAND

M-2/59

LIBER 119 PAGE 571

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

FREDERICK EDGAR BUFFINGTON and
SIGRID D. BUFFINGTON, his wife
104 Furnlea Drive, Glen Burnie
Anne Arundel Co., Md.
Defendants

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

DOCKET NO. ...., FOLIO .....
CASE NO. 13,220 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY, that on this 6th day of May, 19 59 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City), personally appeared JOHN J. NEUBAUER and made oath in due form of law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;

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

Kenneth J. Gaeng
Notary Public
KENNETH J. GAENG

John J. Neubauer - Affiant

FILED
1959 MAY -7 PM 3:55

6

LIBER 119 PAGE 572

METROPOLITAN LIFE INSURANCE COMPANY :
1 Madison Avenue
New York 10, New York
Plaintiff

: IN THE CIRCUIT COURT FOR

vs.

ANNE ARUNDEL COUNTY

FREDERICK EDGAR BUFFINGTON and
SIGRID D. BUFFINGTON, his wife : IN EQUITY
104 Furnlea Drive, Glen Burnie
Anne Arundel County, Maryland
Defendants : No. 13,220 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York, under the mortgage from Frederick Edgar Buffington and Sigrid D. Buffington, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated September 17, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1152, folio 168, which mortgage was on September 17, 1957 short assigned unto Metropolitan Life Insurance Company.

Principal amount of mortgage	$ 11,850.00
Less payments made on account	240.45
Balance on principal	$ 11,609.55
~~Less~~ PLUS: Debit	
~~Credit~~ in expense account	117.59
Net balance on account of principal	$ 11,727.14
Interest to June 1, 1959	265.32
Balance due on principal and interest	$ 11,992.46

Daily interest is $1.46

METROPOLITAN LIFE INSURANCE COMPANY

BY: L. G. GILLAM THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 5th day of May, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of New York, in and ~~for~~ the County of New York aforesaid, personally appeared L. G. GILLAM, THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the plaintiff in the above entitled case, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

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

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0867700
Qualified in New York County
Commission Expires March 30, 1961

S. Frank Clouting
Notary Public

My commission expires: MAR 30 1961

1959 MAY -7 PM 3:5[illegible]

FILED

Decree in Circuit Court for ~~Baltimore County~~ Anne Arundel County

DOCKET _____ FOLIO _____

CASE NO. 13,220 Equity

FILED _____

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

FREDERICK EDGAR BUFFINGTON and
SIGRID D. BUFFINGTON, his wife
104 Furnlea Drive, Glen Burnie
~~Anne Arundel County, Maryland~~
Defendants

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

_____ TERM, 19___

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 8th day of May in the year nineteen hundred and fifty-nine by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and Robert J. Neubauer be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Twelve Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in Anne Arundel ~~Baltimore~~ County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~[illegible]~~ all cash, and the unpaid balance of the sale price to bear interest from the day ~~[illegible]~~ of sale and be paid upon ratification of sale; ~~[illegible]~~ chasers, endorsed to the satisfaction of the said Trustees; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1959 MAY -8 PM 3:18

Benjamin Michaelson
JUDGE

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 119 PAGE 574

LIBER 9 PAGE 596

Metropolitan Life Insurance Company

versus

Frederick Edgar Buffington and Sigrid D. Buffington, his wife

BOND OF TRUSTEE TO SELL
Real Estate

Equity No - 13.220

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, Baltimore, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand and 00/100 Dollars ($ 12,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, 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 11th day of May in the year of our Lord one thousand, nine hundred and fifty nine.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Metropolitan Life Insurance Company

versus

Frederick Edgar Buffington & Sigrid D. Buffington, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

John J. Neubauer and Robert J. Neubauer

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

Robert J. Neubauer (SEAL)
Robert J. Neubauer

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

Bond filed and approved this 14th day of May 1959
George T. Cromwell, Clerk

FILED

1959 MAY 14 AM 10:11

9

LM—12-58

REPORT OF SALE

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
VS. Plaintiff

FREDERICK EDGAR BUFFINGTON and
SIGRID D. BUFFINGTON, his wife
104 Furnlea Drive, Glen Burnie
Anne Arundel County, Md. - Defendants

—IN THE—
LIBER 119 PAGE 575
CIRCUIT COURT
—FOR—
ANNE ARUNDEL COUNTY (In Equity)

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

The Report of Sale of John J. Neubauer and Robert J. Neubauer Trustees appointed by the decree in the above entitled cause to make sale of leasehold property known and designated as Lot No. 20, Block C, as shown on Plat entitled "Hammarlee Estates", upon which the improvements thereon are known as No. 104 Furnlea Drive, in Anne Arundel County, State of Maryland in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "MARYLAND GAZETTE", a weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday, the 26th day of June, 1959, at 4:00 o'clock, P. M., attend on the premises and then and there sold the leasehold property to Metropolitan Life Insurance Company, New York 10, New York, a body corporate of the State of New York at and for the sum of Eleven Thousand and 00/100 Dollars ($11,000.00) it being the highest bidder therefor. Subject to the payment of an annual ground rent of One Hundred and Twenty Dollars ($120.00), payable semi-annually, on the 17th days of March and September, in each and every year.

FILED
1959 JUN 30 AM 9:34

John J. Neubauer - Trustee

Robert J. Neubauer - Trustee.

CITY
State of Maryland, of Baltimore, Sct.

I Hereby Certify, that on this 29th day of June 19 59 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer Trustees and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly

AS WITNESS, my hand and notarial seal.

Kenneth J. Gaeng
Notary Public

KENNETH J. GAENG

17

ORDER NISI

LIBER 119 PAGE 576

METROPOLITAN LIFE INSURANCE COMPANY

versus

FREDERICK EDGAR BUFFINGTON and SIGRID D. BUFFINGTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,220 Equity

Ordered, this 30th day of June, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by John J. Neubauer and Robert J. Neubauer, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd. day of 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.

The report states that the amount of sale was $ 11,000.00

FILED 1959 June 30 AM 9:34

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

versus

FREDERICK EDGAR BUFFINGTON and SIGRID D. BUFFINTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of August, 19 59, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED

1959 AUG -4 PM 3:48

13

Keyser Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

KNOWN AS NO. 104 FURNLEA DRIVE, GLEN BURNIE IN THE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company vs. Frederick Edgar Buffington and Sigrid D. Buffington, his wife," the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

Friday, June 26, 1959 at 4:00 o'clock P.M.

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 20, Block "C," as shown on a Plat entitled "Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 27, folio 30. The improvements are known as No. 104 Furnlea Drive.

SUBJECT to the payment of an annual ground rent of One Hundred and Twenty and 00-100 Dollars ($120.00), payable half-yearly on the 17th days of March and September, in each and every year.

The property is further subject to the following:

(1) Any and all Anne Arundel County zoning regulations.

(2) Agreement between The Hammarlee Realty Company and Consolidated Gas, Electric Light and Power Company of Baltimore, dated June 4, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 166, folio 186, granting to the latter the right to construct, operate and maintain a pole line including the necessary appurtenances, etc.

(3) Deed of Easement from the Hammarlee Realty Co., et al, to Anne Arundel County Sanitary Commission, dated August 3, 1950 and recorded among the aforesaid Land Records in Liber J.H.H. No. 754, folio 231, granting to the latter easements and rights of way for water and sewer lines.

(4) Agreement between Hammer Realty, Inc. and Baltimore Gas and Electric Company, recorded among the aforesaid Land Records in Liber G.T.C. No. 1056, folio 90, granting to the latter the right to construct, operate and maintain electric lines and gas lines, including the necessary appurtenances, etc.

LIBER 119 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 6, 1959

We hereby certify, that the annexed Trustee's Sale

Frederick Edgar Buffington

was published in 13,226

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, 1959. The first insertion being made the 28th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 JUL -7 PM 2:20 By H. Tilghman

(5) Declaration made by Harry Silver and wife, et al, dated July 11, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1044, folio 556, restricting the use of the land.

The improvements consist of a one - story frame constructed dwelling, containing six rooms and one bath, with forced warm air heat, gas fired.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent to be adjusted to the date of sale.

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER and
ROBERT J. NEUBAUER
Trustees
Keyser Building
Baltimore 2, Maryland
LE. 9-3212.

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

Ju-18

LIBER 119 PAGE 578

LIBER 119 PAGE 579

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,220 Equity
METROPOLITAN LIFE INSURANCE COMPANY
versus
FREDERICK EDGAR BUFFINGTON and
SIGRID D. BUFFINGTON, his wife

Ordered, this 30th day of June, 1959, That the sale of the Property in these proceedings mentioned, made and reported by John J. Neubauer and Robert J. Neubauer, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of 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.

The report states that the amount of sale was $11,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 13220

Frederick Edgar Buffington

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 August, 1959. The first insertion being made the 2nd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 9178 1959 JUL 29 PM 3:50 By Maria Tate

1
12

LIBER 119 PAGE 580

In the Case of

Metropolitan Life Insurance Company

VS.

Frederick Edgar Buffington

and

Sigrid D. Buffington, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,220 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.

Dana R. Jackson
Auditor.

August 11,1959

Dr. Metropolitan Life Insurance Company vs. Frederick Edgar Buffington and Sigrid D. Buffington, his wife in ac.

To Trusteesfor Fee, viz:	250	00		
To Trustees for Commissions, viz:	362	07	612	07
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	22	50	60	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	71	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The A.S. Abell Co. - advertising sale	12	85		
U.S. Fidelity & Guaranty Co. - one-half bond premium	24	00		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
Federal lien judgment report	2	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	6	05		
Notary fees	1	00		
Clerk of Court - filing order to enter case to use of VA	1	25	176	44
To Trustees for Ground Rent, viz:				
Semi-annual ground rent of $60.00 due 9/17/59 - 3 months 10 days	33	33	33	33
To Metropolitan Life Insurance Co., mortgagee - this balance on account mortgage claim	10,266	66	10,266	66
			11,149	00
Amount of mortgage claim filed	11,992	46		
Interest on principal balance of $11,609.55 from 6/1/59 to 6/26/59 - 26 days @ $1.46	37	96		
	12,030	42		
Cr. Amount allowed above	10,266	66		
Balance subject to decree in personam	1,763	76		

17

with John J. Neubauer and Robert J. Neubauer, Trustees Cr.

1959							
June	26	Proceeds of Sale		11,000	00		
		Interest on deferred payment of $10,500.00 to 8/5/59 - 1 month 10 days		69	00	11,069	00
		Refund 1959 State and County taxes - 5 months 4 days		76	39		
		Refund 1959 water and sewer benefit charges 5 months 4 days		3	61	80	00
						11,149	00

FILED 1959 AUG. 14

LIBER 119 PAGE 583

ORDER NISI

Metropolitan Life Insurance Company

VERSUS

Frederick Edgar Buffington

and

Sigrid D. Buffington, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,220 Equity.

ORDERED, This 14th day of August, 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 21st 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 21st day of September next.

George F. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22d day of September, 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 SEP 22 PM 3:19

Benjamin Michaelson

Judge.

19

LIBER 119 PAGE 584

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. 13,220 Equity
METROPOLIAN LIFE INSURANCE COMPANY
versus
FREDERICK EDGAR BUFFINGTON and
SIGRID D. BUFFINGTON, his wife

Ordered, this 14th day of August, 1959, That the Report and Acocunt 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 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 21st day of September next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

s-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 8, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,220
Auditor Account
Frederick Edgar
Buffington

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 September, 1959. The first insertion being made the 20th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 10588 1959 SEP 10 PM 1 By H. Tilghman

20

LIBER 119 PAGE 585

Melvin P. Quasney,
and
Margaret E. Quasney, his wife,
4214 4th Avenue,
Baltimore 25, Maryland,

IN THE CIRCUIT COURT FOR

verses

ANNE ARUNDEL COUNTY,

Frank A. Kremer,
1203 South Hanover Street,
Baltimore, Maryland,

EQUITY NO. 13,211,

and

DOCKET NO. 18, FOLIO 146.

all other persons having or
claiming to have any interest
in that parcel of land, and
being known as Lot No. 7, as
laid out upon the Plat of Hillcrest,
recorded among the Plat Records of Anne
Arundel County, in the State of Maryland,

RESPONDENT,

and

Ruth Schneider,
RFD #9, Brooklyn, Maryland,

and

all other persons having or
claiming to have any interest
in that parcel of land and
being known as Lot No. 6, as
laid out upon the Plat of Hillcrest,
recorded among the Plat Records of
Anne Arundel County, in the State of
Maryland,

RESPONDENT,

BILL OF COMPLAINT TO FORECLOSE AN EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT,

(1) that the complainants became vested in title to two parcels of ground, being Lots No. 6 & 7, as laid out upon the Plat of Hillcrest, recorded among the Plat Records of Anne Arundel County, in Plat Book No. JHH No. 16, folio 43, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1187, folio 415, from Ellen Healey et al, to the complainants which deed is attached hereto and marked "Complainants' Exhibit No. 1" and prayed to be read as a part hereof.

FILED
1959 MAY -4 PM 3:25

(2) that the property is described as follows: Lot No. 6 & 7, as laid out on the Plat of "Hillcrest" which plat is recorded among the Plat Records of Anne Arundel County in originally Plat Cabinet No. 2, Rod C-9, Plat No. 172, now in Plat Book JHH No. 16, folio 43.

Being the same property which was granted and conveyed unto Ruth Sheppard from the County Commissioners of Anne Arundel County in a deed dated the 8th day of May, 1952, in fee simple and recorded among the Land Records of Anne Arundel County in Liber J.H. H. No. 680, folio 582; that the said Ruth A. Sheppard died on the 26th day of December, 1956, and by her will which is recorded among the Will Records of Anne Arundel County in Liber H.S.C. No. 2, folio 39, the original of which is recorded among the Will Records of Baltimore City in Wills Liber L.C.S No. 263, folio 109, with her estate, the said Ruth A. Sheppard, under paragraph No. 2, devised all of her property unto her brother, Nelson H. Sheppard,"provided that he be living at the time of my death"; whereas the said Nelson H. Sheppard dided June 5th, 1956 thereby bringing into effect paragraph No. 3 of this will, which read as follows: "Should my brother, Nelson H. Sheppard, predecease me, I give, devise and bequeath the rest and residue to the following named legatees living at my death, share and share alike, and in the event any of the listed legatees or devisees predecease me, his or her share is to pass to the survivor or survivors of said legatees or devisees herein named: (1) John Oakley Fearson, 311 Strafford Road, Catonsville, Maryland; (2) Mrs. Ellen Healey, Village Road, Jamaica, Long Island, New York; Nelson George Sheppard, 911 Brunswick Street, Baltimore, Maryland; (4) Edward Charles Sheppard, 2568 Wilkins Avenue, Baltimore, Maryland; (5) William Fayne Sheppard, 104 Ferndale Road, Ferndale, Maryland."

(3) that upon the 4th day of March, 1959, Edward M. Dunn, Junior, The Treasurer of Anne Arundel County, issued Certificates Nos. 2818 and 2819, unto Charles J. Atas, and that said certificates by proper assignment were transferred to the complainants herein and are attached hereto as complainant's exhibit No. 2 and 3, and prayed to be read as a part hereof.

(4) that upon examination of the land records, tax records and equity records, the assessment records and Records in the Office of the Orphan's Court for Baltimore City and Anne Arundel County, disclose that the title to the above described property was vested as follows on the dates that the properties were sold for non-payment of taxes:

	Assessed to;	Description off the Assessment Records,
(1)	Frank A. Kremer, 1203 S. Hanover Street, Baltimore, Maryland,	Lot No. 7, Plat of Hillcrest by reference WNW 46, folio 302,
(2)	Ruth Schneider, R.F.D. No. 9, Brooklyn, Maryland,	Lot No. 6, Plat of Hillcrest, by reference WNW 20, folio 157.

(5) that the said Frank A. Kremer and Ruth Schneider, became vested of the land by a deed from The Securities Company of Baltimore, a body corporate of the State of Maryland, by two deeds the first of which was to Ruth Schneider, dated the 10th day of October, 1919 and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 20, folio 157, and the second of which was to Frank A. Kremer, by the same grantor, and dated the 25th day of May, 1922, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 46, folio 302.

(6) that under tax sale proceedings No. 1452, recorded in Liber of Tax Sales Book No. 5, folio 257, the above described Lot No. 6, was sold by the Treasurer of Anne Arundel County on the 11th day of July, 1930, for $26.00 and that subsequently your complainants became vested with title to said land as hereinabove stated in paragraph Nos. 1 and 2 of this bill of complaint.

(7) that under tax sale proceeding No. 1888, recorded in Liber of Tax Sales Book No. 8, folio 301, the above described Lot No.7, was sold by the Treasurer of Anne Arundel County on the 28th day of July, 1932, for the sum of $50.00 and that subsequently your complainants became vested with title to said land as hereinabove stated in paragraph Nos. 1 and 2 of this bill of this bill of complaint.

(8) that the interest of the said Frank A, Kremer and Ruth Schneider are sought to be foreclosed;

(9) that the whereabouts of said Frank A. Kremer and Ruth Schneider are unknown to the complainants at this time.

(10) that to redeem the above 2 parcels of land, it is necessary for the respondents to pay the respective sums of money set for in paragraphs 6 and 7, of this bill of complaint regarding the property herein referred to with interest from the date of the sale, to the date of the redemption, and all the penalties occurring subsequent to the date of the complain - ants for said amount due under Article 81 of the Annotated Code of Maryland.

(11) that said properties have not been redeemed by any of the parties in interest although more than one year and one day from the date of the sale have expired.

To the end therefore,

(1) that the complainant pray for process directed to the above mentioned respondents at their last known address commanding them to appear in this court on same day certain to be named thereon and make answer thereof;

(2) for an order of publication to be granted to the complainants directed to the respondent and all parties in interest, commanding them to appear in this court on some certain day to be named therein and answer this bill of complaint.

(3) that the complainants pray the court to pass a final decree foreclosing all rights of redemption of the respondents in and to the property herein mentioned and authorizing the treasurer of Anne Arundel County to execute a deed for said properties to the complainants upon payment of any costs etc.

(4) for such other and further relief as the nature of this case may allow;

(5) that the bill of complaint be amended and that additional parties be made respondents in the event that the same be necessary or advisable.

Melvin P. Quasney

MELVIN P. QUASNEY,

Charles J. Atas

CHARLES J. ATAS, ATTORNEY FOR THE COMPLAINANT, 11 Delaware Avenue NE., Glen Burnie, Maryland, Southfield 6- 682 0, Orchard 4 - 7600.

Margaret E. Quasney

MARGARET E. QUASNEY, HIS WIFE.

State of Maryland, County of Anne Arundel to wit:

I hereby certify that upon this 30th day of April, 1959, before me the subscriber, a notary public of the State of Maryland, in and for the County of Anne Arundel personally Melvin P. Quasney, and Margaret E. Quasney, his wife, and did affirm that the matters and facts stated herein are true.

Charles J. Atas

CHARLES J. ATAS, ATTORNEY
NOTARY PUBLIC,
MY COMMISSION EXPIRES 5/4/1959.

CHARLES J. ATAS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

1958 Real Estate No. 146, Charles J. Atas, Es . 11 Delaware Avenue, N.E., Glen Burnie, Maryland.

This deed made this 29 day of January, 1959, by and between Ellen Healey and Raymond B. Healey, her husband and William Fayne Sheppard and Ruth D. Sheppard, his wife, and John Oakley Fearson and Mabel Florence Fearson, his wife, and Edward Charles Sheppard, and Catherine E. Sheppard, his wife, and Nelson George Sheppard, single, parties of the first part, and hereinafter called the "Grantors", and Melvin P. Quasney and Margaret E. Quasney, his wife, parties of the second part, and hereinafter called the grantees, witnesseth as follows:

Whereas by a deed dated the 8th day of May, 1952, the County Commissioners of Anne Arundel County, a body corporate of the State of Maryland, did grant and convey in fee simple, the hereinafter described property which deed is recorded among the land records of Anne Arundel County in Liber J.H.H. No. 680, folio 582, unto one Ruth A. Sheppard, and;

Whereas the said Ruth A. Sheppard died on the 26th day of December, 1956, and her will is recorded among the Wills Records of Anne Arundel County in Liber H.S.C. No. 2, folio 39, the original of which is recorded among the Wills Records of Baltimore City in Wills Liber L.C.S. No. 263, folio 109, with her estate; and

Whereas by the will of said Ruth A. Sheppard, under paragraph No. 2, the testator devised all of her property unto her brother, Nelson H. Sheppard, "provided that he be living at the time of my death";

Whereas the said Nelson H. Sheppard died June 5th, 1956, thereby bringing into effect paragraph No. 3 of this will, which reads as follows:

FILED

1959 MAY -4 PM 3:06

EXHIBIT NO. "1".

"Paragraph No. 3. Should by brother, Nelson H. Sheppard, predecease me, I give, devise and bequeath the rest and residue to the following named legatees living at my death, share and share alike, and in the event any of the said listed legatees or devisees predecease me, his or her share is to pass to the survivor or survivors of said legatees or devisees herein named:

(1) John Oakley Fearson, 311 Strafford Road, Catonsville, Maryland;
(2) Mrs. Ellen Healey, Village Road, Jamaca Long Island, New York;
(3) Nelson George Sheppard, 911 Brunswick Street, Baltimore, Md;
(4) Edward Charles Sheppard, 2568 Wilkins Avenue, Baltimore, Maryland,
(5) William Fayne Sheppard, 104 Ferndale Road, Ferndale,Maryland;"

Now therefore in consideration of the sum of five dollars ($5.00) and other good and valuable considerations the receipt of which is hereby acknowledged, the said grantors do hereby grant and convey unto the grantee, as tenants by the entirety, the survivor of them, his or her heirs and assigns, in fee simple, all that lot of ground lying in the 5th Election District of Anne Arundel County, being known and designated as Lots No. 6 and 7, as laid out on the plat of "Hillcrest", which plat was recorded originally in Plat Cabinet No. 2, Rod C-9, Plat No. 172, now in Plat Book JHH No. 16, folio 43.

Together will the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To have and to hold the said lot of ground and the premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Melvin P. Quasney and Margaret E. Quasney, his wife, as tenants by the entirety, their heirs and assigns, in fee simple.

8

And the said party of the first part hereby covenants they have done nothing or suffered to be done any act, matter or thing which or whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted and they will execute such further assurances of the same as may be requested or be deemed necessary and requisite.

Witness the hands and seals of the grantors.

Manuel Lehman (SEAL)
MANUEL LEHMAN,

Ellen Healey (SEAL)
ELLEN HEALEY,

Manuel Lehman
MANUEL HEHMAN,

Raymond B. Healey (Seal)
RAYMOND B. HEALEY, HER HUSBAND,

Donald L. Allewalt (SEAL)
DONALD L. ALLEWALT,

William Fayne Sheppard (SEAL)
WILLIAM FAYNE SHEPPARD,

Donald L. Allewalt
DONALD L. ALLEWALT,

Ruth E. Sheppard (SEAL)
RUTH E. SHEPPARD, HIS WIFE,

Harold W Long
HAROLD W. LONG,

John Oakley Fearson (SEAL)
JOHN OAKLEY FEARSON,

Harold W Long
HAROLD W. LONG,

Mabel Florence Fearson (SEAL)
MABEL FLORENCE FEARSON, HIS WIFE,

Donald L. Allewalt
DONLAD L. ALLEWALT,

Edward Charles Sheppard (SEAL)
EDWARD CHARLES SHEPPARD,

Donald L. Allewalt
DONALD L. ALLEWALT,

Catherine E. Sheppard (SEAL)
CATHERINE E. SHEPPARD, HIS WIFE,

Donald L. Allewalt
DONALD L. ALLEWALT,

Nelson G. Sheppard (SEAL)
NELSON G. SHEPPARD, SINGLE,

STATE OF NEW YORK, COUNTY OR CITY OF NEW YORK, TO WIT:

I HEREBY CERTIFY THAT UPON THIS 20th DAY OF JANUARY, 1959, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF THE COUNTY OF WESTCHESTER, STATE OF NEW YORK PERSONALLY APPEARD ELLEN HEALEY AND RAYMOND B. HEALEY, HER HUSBAND AND AFFIRMED THE FOREGOING DEED TO BE THEIR ACT.

Manuel Lehman
NOTARY PUBLIC, State of New York
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1960

LIBER 119 PAGE 593 BOOK 1282 PAGE 428

Form 1

State of New York, County of New York, } ss.: JAMES McGUERRIN

No. 94748

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

Emanuel Eschwege

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7 day of _____, 195__

FEE PAID 50¢

94

James McGuerrin

County Clerk and Clerk of the Supreme Court, New York County

STATE OF MARYLAND, City of Baltimore TO WIT:

I HEREBY CERTIFY THAT UPON THIS 4th DAY OF January 1959, BEFORE ME THE SUBSCRIBER, A Notary Public OF THE STATE OF MARYLAND, IN AND FOR THE City of Baltimore PERSONALLY APPEARED John Oakley Fearson and Mabel Florence Fearson

AND BEING DULY SWORN DID AFFIRM THE AFOREGOING DEED TO BE THEIR ACT.

Margaret E. Long

MARGARET E. LONG,

STATE OF MARYLAND, ~~CITY~~ County OF BALTIMORE TO WIT:

I HEREBY CERTIFY THAT UPON THIS 29 DAY OF January 1959, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE ~~CITY~~ County OF BALTIMORE PERSONALLY APPEARED WILLIAM FAYNE SHEPPARD, RUTH D. SHEPPARD, EDWARD CHARLES SHEPPARD, CATHERINE E. SHEPPARD AND NELSON GEORGE SHEPPARD AND BEING DULY SWORN DID AFFIRM THE AFOREGOING DEED TO BE THEIR ACT.

1000

Donald L. Allewalt

DONALD L. ALLEWALT, NOTARY PUBLIC,
MY COMMISSION EXPIRES 5/4/1959.

Rec'd for record Mar. 26, 1959, at 11:33 A.M.

Mailed to Charles J. Atas

LIBER 119 PAGE 594

No 2819 CERTIFICATE OF TAX SALE

Edward M. Dunn Jr. Successor to Albert C Hodges
Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 28, 1932, I sold to A A Co Commissioners at public auction for the sum of 50.00 Dollars and ____ Cents, of which 50.00 Dollars has been paid as a deposit on the property in District 5 described as All that lot or parcel of ground lying in the Fifth District and being Lot #7 on the plat of Hillcrest

and assessed to Frank A Kramer

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~~ July 29, 1933, 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 4th day of March 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 4th day of ~~October~~ March 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn 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,

Lillian A Carter
Notary Public.

My Commission Expires May 4, 1959

FILED

1959 MAY -4 PM 3:07

EXHIBIT NO. 2.

11

LIBER 119 PAGE 595

No 2818 CERTIFICATE OF TAX SALE

Edward M. Dunn Jr. successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 22, 1930, I sold to A. A. Co. Commissioners at public auction for the sum of 26.00 Dollars and ____ Cents, of which 26.00 Dollars has been paid as a deposit on the property in District 5 described as All that lot or parcel of ground lying in the Fifth District, being Lot 6 on the plat of Hillcrest and assessed to Ruth Schneider

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~~ July 23 1931, 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 4th day of March 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 4th day of ~~October~~ March 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn 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,

Lillian J. Slater
Notary Public.

My Commission Expires May 4, 1959

FILED
1959 MAY -4 PM 3:07

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EXHIBIT NO. 3.

Melvin P. Quasney,
and
Margaret E. Quasney, his wife,
4214 4th Avenue,
Baltimore 25, Maryland,

verses

Ruth Schneider,
RFD #9, Brooklyn, Maryland,

and

all other persons having or claiming to have any interest in that parcel of land and being known as Lot No. 6, as laid out upon the Plat of Hillcrest, recorded among the Plat Records of Anne Arundel County, State of Maryland,

and

Frank A. Kremer,
1203 South Hanover Street,
Baltimore, Maryland,

and

all other persons having or claiming to have any interest in that parcel of land, and being known as Lot No. 7, as laid out upon the Plat of Hillcrest, recorded among the Plat Records of Anne Arundel County, State of Maryland,

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY
EQUITY NO. 13,211

LIBER 119 PAGE 596

Order of Publication

The Object of this proceeding is to secure the foreclosure of all rights of redemption in the following property, Lot No. 6, and Lot No. 7, as shown upon the Plat of Hillcrest, in the County of Anne Arundel, State of Maryland, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland, to the County Commissioners of Anne Arundel County, by mesne conveyances which was acquired by the Complainants, and the certificates to which were purchased by the complainant in this proceeding:

All that parcel or lot of ground lying in the 5th Election District of Anne Arundel County, and being Lot No. 6 on the Plat of Hillcrest;

All that parcel or lot of ground lying in the 5th Election District of Anne Arundel County, and being Lot No. 7 on the Plat of Hillcrest;

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

It is thereupon this 6th day of May, 1959, by the Circuit Court for Anne Arundel County Ordered, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 15th day of July, 1959, and redeem the property, the said Lot 6 or Lot 7, as laid out upon the Plat of Hillcrest, and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk,

FILED
1959 MAY -6 PM 9:54

13

CHARLES J. ATAS, Attorney
11 Delaware Avenue NE.
Glen Burnie, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 13,211

MELVIN P. QUASNEY, and
MARGARET E. QUASNEY-
his wife
4214 4th Avenue
Baltimore 25, Maryland

versus

RUTH SCHNEIDER
RFD No. 9, Brooklyn, Maryland
and
all other persons having or claiming to have any interest in that parcel of land and being known as Lot No. 6, as laid out upon the Plat of Hillcrest, recorded among the Plat Records of Anne Arundel County, State of Maryland,
and
FRANK A. KREMER
1203 South Hanover Street
Baltimore, Maryland
and
all other persons having or claiming to have any interest in that parcel of land, and being known as Lot No. 7, as laid out upon the plat of Hillcrest, recorded among the Plat Records of Anne Arundel County, State of Maryland

Order Of Publication

The Object of this proceeding is to secure the foreclosure of all rights of redemption in the following property, Lot No. 6, and Lot No. 7, as shown upon the Plat of Hillcrest, in the County of Anne Arundel, State of Maryland, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland, to the County Commissioners of Anne Arundel County, by mesne conveyances which was acquired by the Complainants, and the certificates to which were purchased by the complainant in this proceeding:

All that parcel or lot of ground lying in the 5th Election District of Anne Arundel County, and being Lot No. 6 on the Plat of Hillcrest;

All that parcel or lot of ground lying in the 5th Election District of Anne Arundel County, and being Lot No. 7 on the Plat of Hillcrest;

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

It is thereupon this 6th day of May, 1959, by the Circuit Court for Anne Arundel County Ordered, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 15th day of July, 1959, and redeem the property, the said Lot 6 or Lot 7, as laid out upon the Plat of Hillcrest, and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy; TEST:

GEORGE T. CROMWELL, Clerk
Ju-4

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15

OFFICE

Maryland Gazette

Published by LIBER 119 PAGE 597

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 11, 1959

We hereby certify, that the annexed

Order of Publication

Eq. 13,211

Melvin P. Quasney

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUN 11 PM 3:08

By H. Tilghman

LIBER 119 PAGE 598

Melvin P. Quasney,

&

Margaret E. Quasney, his wife,

verses

Frank A. Kremer, et al.

and

Ruth Schneider et al.

In the Circuit Court for

Anne Arundel County

Equity No. 13,211,

Docket No._____, folio,_____.

Affidavit

State of Maryland, County of ~~Anne Arundel~~ Baltimore, to wit:

Charles J. Atas, solicitor for the plaintiffs does hereby certify that upon the 6th day of May, 1959, that he caused a copy of the bill of complaint and the order of publication in the above entitled casuse to be mailed to the respondents "Certified Mail, Return Receipt requested", in this case, at their last known post address according to the Bureau of Assessment of Anne Arundel County. He further certifies that the returns from the aforementioned certified letters were as follows: (1) as to Ruth Schneider, "cannot locate; moved left no address", (2) as to Frank A. Kremer, " this address is now a vacant lot".

He further certifies that he has checked the Orphan's Court for Anne Arundel County and the City of Baltimore, the telephone directories of Anne Arundel County and Baltimore City, and he is unable to locate the defendants or a record of their estates; that he does not have any other address of the said defendants nor does he know the names and addresses of any of the heirs of the said respondents who may be deceased, nor has he any way of ascertaining them.

Charles J. Atas

CHARLES J. ATAS, ATTORNEY,

Signed and subscribed this 21st day of July, 1959, at ~~Anne Arundel~~ Baltimore County.

JAMES B. MEYD NOTARY PUBLIC BALTIMORE CO. MD.

James B. Meyd

JAMES B. MEYD, NOTARY PUBLIC
My Commission expires 5/1/1961.

FILED

1959 JUL 23 AM 10:22

16

LIBER 119 PAGE 599

Melvin P. Quasney, No. 13,211,

verses

In the Circuit Court for

Frank A. Kremer, et al.

and Anne Arundel County

Ruth Suhneider et al.

Affidavit

Charles J. Atas, attorney for the complainants, does hereby certify that he searched the land records of Anne Arundel County, the Records of the Register of Wills for Anne Arundel County, the Law and Equity Records of Anne Arundel County for the 40 years immediately prior to the institution of this suit, and he is unable to locate the defendants or a records of their estates, nor do said records show the names and address of the heirs of any of the said defendants who may be disceased, and that he knows of noway of ascertaining the same.

CHARLES J. ATAS, ATTORNEY,

Signed and subscribed this 21st day of July, 1959, before me, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally, and thereupon this said Charles J. Atas, did affirm the aforegoing affidavit to be his act.

As witness my hand and seal this 21st day of July, 1959.

JAMES B. MEYD NOTARY PUBLIC BALTIMORE CO., MD.

JAMES B. MEYD, NOTARY PUBLIC,
MY COMMISSION EXPIRES 5/1/1961.

FILED 1959 JUL 23 AM 10:22

FILED 1959 JUL 23 AM 10:22

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LIBER 119 PAGE 600

Melvin P. Quasney, et al. No. 13,211,

verses In the Circuit Court for

Frank A. Kremer et al. Anne Arundel County,

and

Ruth Schneider et al.

Decree Pro Confesso,

It appearing from the proceedings in the case that he summons for the defendants were twice returned "non-est" or non-sunt" and it appearing further that the order of publication issued in these proceedings having been fully published in the Maryland Gazette, a newspaper published and printed in Anne Arundel County, Maryland, the defendants aforesaid, their heirs at law, or other persons claiming to have any interest in the property which is the subject matter of these proceedings having failed to appear here in person or by solicitor and to answer this bill of complaint filed herein,

It is thereupon this 19th day of ~~July~~ August 1959, by the Circuit Court for Anne Arundel County, ORDERED AND ADJUDGED, that the said bill of complaint be and the same is hereby taken decree pro confesso against the defendants, their heirs at law or/and those claiming thereupon or under them; and all persons having claim or claiming to have any interest in this property which is the subject matter of these proceedings.

Matthew S. Evans
Judge,

FILED

1959 AUG 19 PM 2:34

18

LIBER 119 PAGE 601

August 11, 1959,

Whereas by a deed dated the 8th day of May, 1952, the County Commissioners of Anne Arundel County, a body corporate of the State of Maryland did grant and convey the within property to wit: Lot No. 6 & 7, as laid out upon the Plat of Hillcrest reoord ed in Plat Book No. 16, folio 43 unto one Ruth A. Sheppard which deed was recorded among the Land Records of Anne Arundel County in Liber JHH No. 680, folio 582; and which deed purported to convey all of the right title and interest of the said County Commissioners unto the said Ruth A. Sheppard;

And whereas the said Ruth A. Sheppard died testate upon the 26th day of December, 1956, and by her will duly probated and recorded among the Land records of Anne Arundel County in Orphan's Court, certain named devisees of her property were named therein;

And whereas by a deed dated the 24th day of February, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1282, folio 425, all of the heirs of Ruth A. Sheppard did united in a deed unto Melvin P. Quasney and Margaret E. Quasney, his wife;

And whereas the tax sale under which the original parties in title to wit: Frank A. Kremer, was void as to Lot No 7, as shown upon the Plat of Hillcrest under the Rule of Free vs Green, 175 Maryland and also for the same reason the sale of the property of Ruth Schneider was void as to Lot 6, of Hillcrest,

And in order to unit the equities of the tax sale certificate authorized under the Statute of the State of Maryland dealing with Tax Sales and Certificates this assignment of certificate is executed:

That for good and valuable considerations the said County Commissioners of Anne Arundel County do hereby assign the within certificate unto the use of Melvin P. Quasney and Margaret Quasney, his wife, this 11 day of August, 1959.

TEST:

Lucy T. Loskosky

LUCY LOSKOSKY, CLERK.

Frank N. Wilde

THE COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY
BY FRANK WILDE, ITS PRESIDENT,

FILED

1959 AUG 18 PM 2:44

19

Melvin P. Quasney et al. No. 13,211,

verses

Frank A. Kremer et al. In The Circuit Court for

and

Anne Arundel County,

Ruth Schneider et al.

Decree

This case standing ready for hearing and being submitted, the proceedings were read and considered and it appearing that the same has been conducted in substantial compliance with the provisions of Article 81 of the Annotated Copy of Maryland, referring to the foreclosure of the equity of redemption of tax sale properties.

It is thereupon this 21st day of September, 1959, by the Circuit Court for Anne Arundel in Equity, ORDERED, ADJUDGED AND DECREED,

(1) that all rights of redemption of the several defendants or of anyone claiming by or through or under them, in and to the properties described in this proceedings as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be and the same are hereby barred and foreclosed.

(2) that an absolute and indefeasible title in fee simple to the said properties free and clear of all alienations and descents accruing prior to this decree as well as all encumbrances thereupon except taxes accruing subsequently to the date of the sale and the public assessments to which the same are subject are hereby vested in the plaintiffs.

(3) that upon payment of the complainant of the balances, if any on thepurchase price of said properties, together with all taxes, interest and penalties accruing subsequent to the date of the sale, the Treasurer of Anne Arundel County shall execute a deed conveying the properties to the complainants.

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1959 SEP 21 PM 3:41

20

(4) and the complainants shall pay the cost of these proceedings.

Benjamin Hickadson

Judge