LIBER 120 PAGE 1

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Gladys V. Higgins, Widow	*	Equity No. 13,121

* * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED

1959 MAR 10 AM 9:45

JB

Equity No. 13,121

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 4th day of December - - , in the year one thousand nine hundred and fifty-six -, between GLADYS V. HIGGINS, Widow - of the County of Anne Arundel - - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Eight Thousand ($8000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-Seven ($57.00) Dollars - - - - - - - - - - - - commencing on the fifteenth - - day of January -,1957, and on the fifteenth - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Fifth Election District,

Anne Arundel County, Maryland - - -, and described as follows:

~~BEGINNING~~ BEING known and designated as Lots Nos. One Hundred Fifty-Seven (157), One Hundred Fifty-Eight (158) and One Hundred Fifty-Nine (159), as shown on the Plat of Ferndale Farms, Section C, which plat is recorded in Plat Book 15, folio 21.

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Cusimano Construction Corporation, a body corporate, to the said mortgagor.

MEZGER & MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED

1959 MAR 10 AM 9:45

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, subject to the payment of the annual ground rent of Seventy-Two ($72.00) Dollars, payable in equal semi-annual installments on the fifth days of January and July in each and every year.

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 keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the fifteenth - - - - - - - - - - - - - day of each and every month the sum of Eighteen ($18.00) Dollars - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, 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

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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 Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

LIBER 1084 PAGE 558

WITNESS the hands and seals of the said mortgagors.

Witness:

Elaine E. Seeger — Elaine E. Seeger

Gladys V. Higgins — Gladys V. Higgins, Widow (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 4th day of December - ,1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Gladys V. Higgins, Widow - - - - - - - - - - - -

known to me (or satisfactorily proved) to be the person whose name is subscribed to the within mortgage, and she acknowledged the aforegoing mortgage to be her act. At the same time also appeared John P. Helmer - - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger — Elaine E. Seeger, Notary Public

My Commission Expires May 6th, 1957

Rec'd for record Dec. 7 1956 at 10 AM.

Mailed to Mezger & Mezgers

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 26th day of January, 1959.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

BY: John P. Helmer
John P. Helmer, President

Recorded: Jan. 27, 1959 - 9.01 A.M.

LIBER 120 PAGE 7

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

H. ALLEN MEZGER, ASSIGNEE

vs.

GLADYS V. HIGGINS, WIDOW

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket 18 **Fol.** 99

Equity No. 13,121

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - -

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

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer, *Affiant.* President.

Subscribed and sworn to before me this 9th day of March 1959

NOTARY PUBLIC ANNE ARUNDEL CO.

Jane Rusinek

Notary Public

Jane Rusinek, Notary Public

My Commission expires May 4th, 1959.

FILED

1959 MAR 10 AM 9:45

7

H. ALLEN MEZGER, ASSIGNEE

vs.

GLADYS V. HIGGINS, WIDOW

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE XXXXX~~
ANNE ARUNDEL COUNTY

EQUITY No. 13,121

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 8,000.00
Less - Total amount paid on account of Principal	$ 199.65	
Less - Credit Expense Account	10.07	209.72
Net Balance		7,790.28
Plus accumulated interest to April 30th, 1959 (with interest thereafter at rate of 6% per annum)		157.18
Total amount of Mortgage Indebtedness		$ 7,947.46

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer.

COUNTY OF ANNE ARUNDEL
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, Sct.

I HEREBY CERTIFY, That on this 9th day of March in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said ~~City of Baltimore~~ County, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City

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

FILED
1959 MAR 10 AM 9:45

As witness my hand and Notarial Seal

E. Jane Rusinek *Notary Public.*

My Commission expires May 4th, 1959

8

Jud. 14042.

LIBER 120 PAGE 9

Assignee
~~MORTGAGEE OR ASSIGNEE~~ BOND

LIBER 9 PAGE 579

No. 13,121 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger, 200 W. Saratoga Street, Baltimore 1, Maryland

of _____

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand and No/100 - ($8,000.00) *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 15th *day of* April *in the year of our Lord nineteen hundred and* fifty-nine.

WHEREAS, the above bounden H. Allen Mezger *by virtue of* an assignment of *a power contained in mortgage from* Gladys V. Higgins

to Arundel Federao Savings and Loan Association of Baltimore City

dated December 4, 1956 *and recorded in Liber* GTC *No.* 1084 *folio* 554 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested* by assignment of power *in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Martha M. Blimline

Martha M. Blimline

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen
Edward Annen, Attorney-in-Fact

ATTEST:

Carol Armstrong
Carol Armstrong

Bond filed and approved
this 15th day of April 1959
George T. Cromwell, Clerk

FILED
1959 APR 15 AM 9:18

9

	*	IN THE CIRCUIT COURT
H. Allen Mezger, Assignee	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Gladys V. Higgins, Widow	*	Equity No.13,121, Docket 18,
	*	Folio 99.

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 21st day of April, 1959, we sold at public auction for the highest price obtainable to Cusimano Construction Corp., - the leasehold property described as follows:

ALL THAT LOT OF GROUND AN IMPROVEMENTS situate and lying in the Fifth Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. One Hundred Fifty-seven (157), One Hundred Fifty-eight (158) and One Hundred Fifty-nine (159), as shown on the Plat of Ferndale Farms, Section C, which plat is recorded in Plat Book 15, folio 21. The improvements thereon being now known as No. 304 Ferndale Avenue. Subject to the payment of an annual ground rent of $72.00.

at and for the price of Seven Thousand Nine Hundred Fifty ($7,950.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its President.

E.T. NEWELL & CO., INC., AUCTIONEERS

By: John M. Miller, Jr.
John M. Miller, Jr., President

I/We hereby certify that I/we purchased the above described property at and for the price of $ 7,950.00

Cusimano Construction Co.

By: Anthony Cusimano
Anthony Cusimano, President

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1959 APR 24 AM 10:08

10

	*	IN THE CIRCUIT COURT
H. Allen Mezger, Assignee	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Gladys V. Higgins, Widow	*	Equity No. 13,121, Docket 18,
	*	Folio 99.

* * * *** * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Gladys V. Higgins, Widow, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Gladys V. Higgins, Widow, to Arundel Federal Savings and Loan Association of Baltimore City dated December 4th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1084, folio 554, which mortgage was then duly assigned on January 27th, 1959, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Tuesday, April 21st, 1959, at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Fifth Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, subject to the payment of an annual ground rent of $72.00, to Cusimano Construction Corp., who was then and there the highest bidder at and for the sum of Seven Thousand Nine Hundred Fifty ($7,950.00) Dollars, a deposit of Seven Hundred Ninety Dollars and Fifty Cents ($790.50) having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Assignee

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1959 APR 24 AM 10:08

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23rd day of April, in the year 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.

Joseph J. Blimline, Jr., Notary Public

My Commission expires May 4th, 1959.

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE COUNTY, MD.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

ORDER NISI

LIBER 120 PAGE 13

H. Allen Mezger, Assignee

versus

Gladys V. Higgins, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,121 Equity

Ordered, this 24th day of April, 19 59, That the sale of the Property in these proceedings mentioned.

made and reported by H. Allen Mezger, Assignee

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

The report states that the amount of sale was $ 7,950.00

True Copy, George T. Crapster Clerk.

FILED
1959 APR 24 AM 10:08

TEST: _____ Clerk.

(Final Order)

H. Allen Mezger, Assignee

versus

Gladys V. Higgins, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2d day of June, 19 59, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 JUN -2 PM 3:26

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MEZGER and MEZGER
Attorneys
200 West Saratoga Street
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE LEASEHOLD RESIDENTIAL PROPERTY

IMPROVED WITH A FRAME APPROVED ROOF DWELLING KNOWN AS LOTS 157, 158 and 159, SECTION C, FERNDALE FARMS, (THE IMPROVEMENTS THEREON KNOWN AS NO. 304 FERNDALE AVENUE), FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage dated December 4th, 1956, from Gladys V. Higgins, Widow, said mortgage being duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1084, folio 554, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on

Tues., April 21st, 1959
at 2:00 o'clock P. M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS situate and lying in the Fifth Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. One Hundred Fifty-Seven (157), One Hundred Fifty-Eight (158) and One Hundred Fifty-nine (159), as shown on the Plat of Ferndale Farms, Section C, which Plat is recorded in Plat Book 15, folio 21. The improvements thereon being now known as No. 304 Ferndale Avenue. Subject to the payment of an annual ground rent of $72.00.

Terms of Sale: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6% per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to the day of sale.

H. ALLEN MEZGER, Assignee.
E. T. Newell & Co., Inc.,
Auctioneers.

A-16

LIBER 120 PAGE 14 OFFICE O

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 6, 1959

We hereby certify, that the annexed Assignee's Mortgage Sale Equity No. 13,121 Gladys V. Higgins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1959. The first insertion being made the 26th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 MAY -8 AM 10:08

By: H. Tilghman

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LIBER 120 PAGE 15 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. 13,121 Equity
H. ALLEN MEZGER, Assignee
versus
GLADYS V. HIGGINS, Widow

Ordered, this 24th day of April, 1959, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next..

The report states that the amount of sale was $7,950.00.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,121
Gladys V. Higgins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of June, 1959. The first insertion being made the 30th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 7132

1959 MAY 25 P.M. RECD

15

In the Case of

H. Allen Mezger,
Assignee
VS.
Gladys V. Higgins,
Widow

In the

Circuit Court

For

Anne Arundel County

No. 13,121 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

August 14, 1959

FILED
1959 AUG 20 PM 12:44

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LIBER 120 PAGE 17

Dr. H. Allen Mezger, Assignee vs. Gladys V. Higgins, Widow in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	272	87	372	87
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	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Clerk of Court - recording assignment	1	00		
Maryland Casualty Co. - bond premium	32	00		
The Sun - advertising sale	14	60		
E.T. Newell & Co.,Inc. - auctioneer's fee	100	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Jos. J. Blimline, Jr. - notary fee		50		
E. Jane Rusinek - notary fee	1	00	217	90
To Assignee for Taxes, viz: 1959 State and County taxes ($145.20) - adjusted to 4/21/59 -	43	96	43	96
To Assignee for Ground Rent - semi-annual ground rent of $36.00 due 7/5/59 - 3 months 16 days	21	20	21	20
To Assignee for Benefit Charges, viz:				
Metered water to 4/1/59	3	00	3	00
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	7,385	37	7,385	37
			8,095	80
Amount of mortgage claim filed	7,947	46		
Cr. Amount allowed above	7,385	37		
Balance subject to decree in personam	562	09		

17

with H. Allen Mezger, Assignee Cr.

1959				
Apr.	21	Proceeds of Sale	7,950 00	
		Interest on $7,159.50 to 8/11/59- 3 months 20 days	131 27	8,081 27
		Refund water and sewer benefit charges for 1959 ($21.00) - 8 months 9 days	14 53	14 53
				8,095 80

ORDER NISI LIBER 120 PAGE 19

H. Allen Mezger,
Assignee

VERSUS

Gladys V. Higgins,
Widow

1959 AUG 20 PM 12:44

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,121 Equity.

ORDERED, This 20th 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 28th 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 28th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2nd day of October, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Auditor~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

1959 OCT -2 PM 3:49

Benjamin Nicholson
JUDGE

LIBER 120 PAGE 20 OFFICI)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,121 Equity

H. ALLEN MEZGER,
Assignee

versus

GLADYS V. HIGGINS, Widow

Ordered, this 20th 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 28th 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 28th day of September next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,121 Auditor Account

Gladys V. Higgins

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 September, 1959. The first insertion being made the 27th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 OCT -2 PM 1:29

By H. Tilghman

No. M.G. 10905

70

V. CHARLES RINAUDO Assignee 2 W. Preston Street	*	IN THE
VS.	*	CIRCUIT COURT OF
JESSE JAMES CAMPBELL and ANNA L. CAMPBELL, his wife Box 132, Route No. 2 Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	*	No. 13222 Equity

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

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit, "NUMBER ONE".

V. Charles Rinaudo, Attorney

FILED

1959 MAY -8 PM 1:55

LIBER 924 PAGE 294

LIBER 120 PAGE 22

MARYLAND

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

MORTGAGE

No. 13,222 Equity

THIS MORTGAGE, made this 3d day of May, A. D. 19 55, by and between

Jesse James Campbell and Anna L. Campbell, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Loyola Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten thousand nine hundred fifty - - - - - - - - - - - - - - - - Dollars ($10,950.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Sixty dollars and eighty-eight cents - - - - - - - - - Dollars ($60.88), commencing on the first day of June, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1980. 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 at a point in the southwesterly line of Hilltop Road (20 feet wide) where it isintersected by the southeasterly line of Lot 7, as shown on the Plat "B" of "Shoreland", said point of beginning being also the point of beginning described in the deed from Jeannette Walsh, unmarried, to Anna L. Norfolk, dated April 20,1944 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 310, folio 499; thence from said point of beginning running along the southeasterly line of said lot 7 south 47 degrees 50 minutes west 200 feet (~~south 42 degrees 50 minutes west 200 feet~~); thence along the southwesterly line of Lots 7 and 8 north 42 degrees 10 minutes west 100 feet (~~north 42 degrees 10 minutes west 100 feet~~); thence along the northwesterly line of Lot 8 north 47 degrees 50 minutes east 200 feet (~~north 47 degrees 50 minutes east 200 feet~~); thence along the northeasterly line of Lots 7 and 8 ~~south 42 degrees 10 minutes east 200 feet~~ and binding on the southwest side of Hilltop Road (20 feet wide), south 42 degrees 10 minutes east 100 feet to the place of beginning.

Being all of Lots 7 and 8 as shown on Plat "B" of Shoreland.

Being part of the property in Deed dated May 15, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 756, folio 483 from Amelia H. Tubman, Trustee to Jessee J. Campbell and wife.

The above description is according to survey of Ralph G. Snyder, Surveyor, Glen Burnie, Md.

11 55

FILED

1959 MAY -8 PM 1:56

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

16—49800-7

May 5, 1959

For Value Received Loyola Federal Savings and Loan Association hereby assigns the within mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice President, James H. Jones.

WITNESS: Carolyn M. Schmidt

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones
James H. Jones, Vice President

"The Mortgagor further agrees that should this mortgage and the note secured hereby not be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date hereof, the beneficiary or other holder of the note secured hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The failure to procure such written guarantee or insurance from the Veterans' Administration within sixty days from the date hereof, will be deemed conclusive proof of the inability to secure such guarantee or insurance. This modification was made prior to execution and acknowledgment of this instrument."

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

36" Royal Rose Deluxe gas range (timer and glass oven door)

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

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

16—49890-3

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 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or James Clarke Murphy, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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 $110.00 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:

Regina Graham
Regina Graham

Jesse James Campbell [SEAL]
Jesse James Campbell

[SEAL]

Anna L. Campbell [SEAL]
Anna L. Campbell [SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 3d day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Jesse James Campbell and Anna L. Campbell, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Regina Graham
Regina Graham Notary Public.

Recorded-6th-May-1955-at-1:05-P.M.

LIBER 924 PAGE 298

LIBER 120 PAGE 25

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 MAY -8 PM 2:07
No. 924 FOLIO 298
GEO. E. ARNOWELL, CLERK

File in Equity 13222

STATE OF MARYLAND

36937

Mortgage
Also index in Chattels

FROM

JESSE JAMES CAMPBELL AND WIFE

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 6 May 1955, at 1:05 o'clock P. M.
Same day recorded in Liber 2.17 No. 924 Folio 294 &c.,
ie of the Land Records of A.A.CO
and examined per
JOHN H. HOPKINS, 3rd Clerk, Clerk.
Cost of Record, $ 10.75

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

V. CHARLES RINAUDO Assignee 2 W. Preston Street Plaintiff	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
JESSE JAMES CAMPBELL and ANNA L. CAMPBELL, his wife Box 132, Route No. 2 Glen Burnie, Maryland	*	IN EQUITY No. 13222 Equity

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

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 5th day of May, 1959, before me, the subscriber, a Notary Public of the State of Maryland, City of Baltimore, aforesaid, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

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

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

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;

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

James H. Jones
James H. Jones, Affiant

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE MD.

FILED
1959 MAY -8 PM 1:56

LIBER 120 PAGE 27

V. CHARLES RINALDO Assignee 2 W. Preston Street	*	IN THE CIRCUIT COURT
VS.	*	OF
JESSE JAMES CAMPBELL and ANNA L. CAMPBELL, his wife Box 132, Route No. 2 Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY IN EQUITY No. 13,222 Equity

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Jesse James Campbell and Anna L. Campbell, his wife, to it dated the 3rd day of May, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 924 folio 294

Original Amount of Loan dated 5/3/55	$10,950.00	
Paid on Account of Principal	901.86	
Balance Due		$10,048.14
Property Expense Balance, Credit		18.18
		10,029.96
Interest from November 1, 1958 through May 15, 1959		244.92
		$10,274.88

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 5th day of May, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE, MD.

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED

1959 MAY -8 PM 1:56

7

1M—5-49.

LIBER 120 PAGE 28

LIBER 9 PAGE 594

Know All Men by these Presents:

No. 13,222 Equity

That we, V. Charles Rinaudo

and Reliance Insurance Company of

Philadelphia, Pennsylvania are held and

firmly bound unto the State of Maryland in the full and just sum of

---Ten Thousand Five Hundred and 00/100---

Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 5th day of May in the year nineteen hundred and fifty-nine

WHEREAS, the above bounden V. Charles Rinaudo

by virtue of the power contained in a mortgage from Jesse James Campbell and Anna L. Campbell, his wife to Loyola Federal Savings and Loan Association

bearing date the 3rd day of May nineteen hundred and fifty-five and recorded among the ~~Mortgage Records of Baltimore County~~ Land Records of Anne Arundel County in Liber JHH No. 924 Folio 294 and V. Charles Rinaudo

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

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden V. Charles Rinaudo

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

Signed, Sealed and Delivered in the presence of

Marilyn M. Schmidt

Louise E. Bauer

V. CHARLES RINAUDO [SEAL]

V. Charles Rinaudo [SEAL]

RELIANCE INSURANCE COMPANY [SEAL]

L. A. Burnett Attorney-in-Fact

1959 MAY -8 PM 1:56

Bond approved this 5th day of May 1959.
George F. Cromwell, Clerk

8

NO. 30 POWER OF ATTORNEY CERTIFIED COPY

RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

LIBER 120 PAGE 29

Know all men by these Presents, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, and having its principal office in the City of Philadelphia, Pennsylvania, does hereby make, constitute and appoint **P. C. Thomson and L. A. Burnett, Individually, Baltimore, Maryland,**

its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all **bonds and undertakings in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings required or permitted in all actions or proceedings or by law required or permitted,**

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective January 1, 1958, reading as follows:

ARTICLE VII

Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, any Vice President or Assistant Vice President shall have power and authority to: (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

In Witness Whereof, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed.

This **20th** day of **February** 1959.

RELIANCE INSURANCE COMPANY

(SEAL)

Addison Roberts

Vice-President

STATE OF PENNSYLVANIA, }
COUNTY OF PHILADELPHIA, } ss.

On this **20th** day of **February**, A.D. 1959, before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Philadelphia, duly commissioned and qualified, came **Addison Roberts,** Vice-President of the RELIANCE INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Article VII, Section 1 and 2 of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

(NOTARIAL SEAL)

Charles A. Simpson

Notary Public

My Commission Expires July 30, 1962

STATE OF PENNSYLVANIA, }
COUNTY OF PHILADELPHIA, } ss.

I, **Charles A. Simpson** Resident Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at the City of Philadelphia this **5th** day of **May**, A.D. 19**59**.

Charles A. Simpson, Resident Assistant Secretary

FORM BD 1009-A

V. CHARLES RINAUDO Assignee 2 W. Preston Street	*	IN THE
VS.	*	CIRCUIT COURT OF
JESSE J. CAMPBELL and ANNA L. CAMPBELL, his wife Box 132, Route No. 2 Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY IN EQUITY

* * * * * * * * * * *

CERTIFICATION

The undersigned Auctioneer hereby certifies that on the 29th day of June, 1959, he sold at public auction, for the highest price obtainable, to Loyola Federal Savings and Loan Association the following described property:

BEGINNING for the same at a point in the southwesterly line of Hilltop Road (20 feet wide) where it is intersected by the southeasterly line of Lot 7, as shown on the Plat "B" of "Shoreland," said point of beginning being also the point of beginning described in the deed from Jeanette Walsh, unmarried, to Anna L. Norfolk, dated April 20, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 310, folio 499; thence from said point of beginning running along the southeasterly line of said Lot 7 south 47 degrees 50 minutes west 200 feet; thence along the southwesterly line of Lots 7 and 8 north 42 degrees 10 minutes west 100 feet; thence along the northwesterly line of Lot 8 north 47 degrees 50 minutes east 200 feet; thence along the northeasterly line of Lots 7 and 8 and binding on the southwest side of Hilltop Road (20 feet wide) south 42 degrees 10 minutes east 100 feet to the place of beginning. Being all of Lots 7 and 8 as shown on Plat "B" of Shoreland. Being located on the northwest side of Hilltop Road 85 feet more or less northwest of Pt. Pleasant Road.

at and for the price of Ten Thousand Five Hundred Dollars ($10,500.00).

AS WITNESS the corporate seal of the said Auctioneer and the signature of its President.

WITNESS: Henry C. Miller

E. T. NEWELL & CO., INC.

By John M. Newell (President)

The undersigned Purchaser of the above described property does hereby certify that it bought said property at the auction at and for the price of Ten Thousand Five Hundred Dollars ($10,500.00).

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

WITNESS: Elizabeth H. Dettor

Elizabeth H. Dettor, Asst. Secy.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones

James H. Jones, Vice President

FILED

1959 JUL -7 AM 9:39

10

V. CHARLES RINAUDO
Assignee

vs.

JESSE J. CAMPBELL and
ANNA L. CAMPBELL, his wife
Box 132, Route No. 2
Glen Burnie, Maryland

IN THE

CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 13,222

Property known as Lots 7 and 8
Plat "B" of Shoreland

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Jesse James Campbell and Anna L. Campbell, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 924 folio 294, and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette Press, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, June 29, 1959 at 1 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a point in the southwesterly line of Hilltop Road (20 feet wide) where it is intersected by the southeasterly line of Lot 7, as shown on the plat "B" of "Shoreland", said point of beginning being also the point of beginning described in the deed from Jeannette Walsh, unmarried, to Anna L. Norfolk, dated April 20, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 310, folio 499; thence from said point of beginning running along the southeasterly line of said Lot 7 south 47 degrees 50 minutes west 200 feet; thence along the southwesterly line of Lots 7 and 8 north 42 degrees 10 minutes west 100 feet; thence along the northwesterly line of Lot 8 north 47 degrees 50 minutes east 200 feet; thence along the northeasterly line of Lots 7 and 8 and binding on the southwest side of Hilltop Road (20 feet

1959 JUL -7 AM 9:39

wide) south 42 degrees 10 minutes east 100 feet to the place of beginning. Being all of Lots 7 and 8 as shown on Plat "B" of Shoreland. Being located on the northwest side of Hilltop Road 85 feet more or less northwest of Pt. Pleasant Road.

in Fee Simple.

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $10,500.00, it being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 29th day of June, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared V. Charles Rinaudo the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE CO.

Notary Public

Carolyn M. Schmidt

11A

LIBER 120 PAGE 33

ORDER NISI

V. CHARLES RINAUDO, Assignee

versus

JESSE J. CAMPBELL and

ANNA L. CAMPBELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,222 Equity

Ordered, this 7th day of July, 19 59, That the sale of the Property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

The report states that the amount of sale was $ 10,500.00

George T. Cromwell Clerk.

True Copy,

1959 JUL 7 AM 9:39

TEST: _____ Clerk.

(Final Order)

V. CHARLES RINAUDO, Assignee

versus

JESSE J. CAMPBELL and

ANNA L. CAMPBELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 11th day of August, 1959 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

JUDGE.

FILED

1959 AUG 11 PM 1:41

1~

V. CHARLES RINAUDO, Solicitor,
2 W. Preston St., Baltimore, 1, Md.

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

situate in the Fifth Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a mortgage from Jesse James Campbell and Anna L. Campbell, his wife, dated the 3rd day of May, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 924 folio 294, the undersigned assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Monday, June 29, 1959 at 1:00 o'clock E.D.S.T.

the following property:

BEGINNING for the same at a point in the southwesterly line of Hilltop Road (20 feet wide) where it is intersected by the southeasterly line of Lot 7, as shown on the Plat "B" of "Shoreland," said point of beginning being also the point of beginning described in the deed from Jeanette Walsh, unmarried, to Anna L. Norfolk, dated April 20, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 310, 310, folio 499; thence from said point of beginning running along the southeasterly line of said Lot 7 south 47 degrees 50 minutes west 200 feet; thence along the southwesterly line of Lots 7 and 8 north 42 degrees 10 minutes west 100 feet; thence along the northwesterly line of Lot 8 north 47 degrees 50 minutes east 200 feet; thence along the northeasterly line of Lots 7 and 8 and binding on the southwest side of Hilltop Road (20 feet wide) south 42 degrees 10 minutes east 100 feet to the place of beginning. Being all of lots 7 and 8 as shown on Plat "B" of Shoreland. Being located on the northwest side of Hilltop Road 85 feet more or less northwest of Pt. Pleasant Road.

The property is improved by a one story, frame dwelling with full basement, five rooms and bath, asphalt shingle roof, hot-air, oil-fired, heating system.

TERMS OF SALE; A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to

V. CHARLES RINAUDO,
Assignee
2 W. Preston Street
Baltimore 1, Maryland

E. T. Newell,
Auctioneer

Ju-25

LIBER 120 PAGE 34 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

Assignee's Sale

Jesse James Campbell

13, 22

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 29th day of June, 1959. The first insertion being made the 28th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUL By [illegible]

13

LIBER 120 PAGE 35 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. 13,222
Equity
V. CHARLES RINAUDO, Assignee

Versus

JESSE J. CAMPBELL and ANNA L. CAMPBELL, his wife

Ordered, this 7th day of July, 1959, That the sale of the Property in these proceedings mentioned made and reported by Charles Rinaudo, Asignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

The report states that the amount of sale was $10,500.00.

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 - Sale

Eq. 13,222

Jesse J. Campbell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of August, 1959. The first insertion being made the 9th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 10254 1959 AUG -4 PM 3:38

In the Case of

V. Charles Rinaudo,
Assignee
vs.
Jesse James Campbell
and
Anna L. Campbell, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,222 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

August 18, 1959

Auditor

FILED
1959 AUG 20 PM 12:44

LIBER 120 PAGE 37

Dr. V. Charles Rinaudo, Assignee vs. Jesse James Campbell and Anna L. Campbell, his wife

in ac.

To Assignee for Fee, in lieu of fee and commissions, as agreed, viz:	250	00	250	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	18	00	56	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	62	50		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	29	90		
Reliance Insurance Co. - bond premium	42	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
Carolyn M. Schmidt - notary fees	2	00		
Registered mail		64	190	04
To Loyola Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	10,003	96	10,003	96
			10,500	00
Amount of mortgage claim filed	10,274	88		
Interest on principal balance of $10,029.96 from 5/15/59 to 6/29/59 - 45 days - at 4½%	57	80		
	10,332	68		
Cr. Amount allowed above	10,003	96		
Balance subject to decree in personam	328	72		

16

with V. Charles Rinaudo, Assignee Cr.

1959				
June	29	Proceeds of Sale	10,500 00	10,500 00
				10,500 00

ORDER NISI LIBER 120 PAGE 39

V. Charles Rinaudo,

Assignee

VERSUS

Jesse James Campbell

and

Anna L. Campbell, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,222 Equity.

ORDERED, This 20th 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 28th 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 28th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of October, 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 OCT -2 PM 3:39

Benjamin Michaelson

JUDGE

18

1959 AUG 20 PM 12:15

LIBER 120 PAGE 40 OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,222 Eqiuty

V. CHARLES RINAUDO, Assignee

versus

JESSE JAMES CAMPBELL and ANNA L. CAMPBELL, his wife

Ordered, this 20th 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 28th 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 28th day of September next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

s-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,222
Auditor Account
Jesse James Campbell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of September, 1959. The first insertion being made the 27th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 12906 1959 OCT -2 PM 1:39

19

PETITION FOR FORECLOSURE

SHARON BUILDING AND LAON ASSOCIATION, INC.

VS.

NAOMI HOLMES AND DEVELOR HOLMES, her husband

LIBER 120 PAGE 41

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 13,178 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 22nd **day of** February **A. D.** 1956 **the defendant executed and delivered to** Sharon Building and Loan Association, Inc. **a mortgage upon certain** fee simple **property in** ~~the City of Baltimore~~ Anne Arundel County, **therein described, to secure the payment of the mortgage debt of $** 2250.00 **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 said mortgage is now in default for non-payment of principal and interest.

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

And as in duty, &c.

Theodore C. Dennis

1811 Munsey Building
Baltimore 2, Maryland

Saratoga 7-0397 ***Attorney for Plaintiff***

FILED

1959 APR 22 AM 11:30

BUILDING ASSOCIATION MORTGAGE—CITY OR COUN. .—WITH CLAUSE—
LUCAS BROS., INC., # 28R

LIBER 1005 PAGE 211

This Mortgage,

Made this 22nd day of February

LIBER 120 PAGE 42

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

No. 13,178 Equity

Naomi Holmes and Develor Holmes, her husband,

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

Sharon Building and Loan Association, Inc.

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Twenty-two hundred and fifty ($2250.00)

Dollars

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

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

do grant unto Sharon Building and Loan Association, Inc.

and its successors and assigns, all that lot in the 5th District of Anne Arundel County

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

at present known as No. 302 Elizabeth Avenue

and described as follows: Lot No. 501 of Patapsco Park, as shown on Plat of Patapsco Park Land Co. recorded among the Plat Records of Anne Arundel County in Plat Book GW No. 1 folio 31, fronting 30 feet on the northwest side of Elizabeth Avenue with a depth of 130 feet northwesterly being the same lot which by deed dated August 31, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH 314 folio 218 was granted and conveyed by Benjamin Michaelson, Trustee unto the within mortgagors, in fee simple.

Petitioner's Exhibit No. 1

FILED

1959 APR 22 AM 11:30

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

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

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

AND the said Mortgagors, their heirs, executors, administrators and assigns, covenant with the said mortgagee its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five cents on each of said shares of stock as dues, until the combined payment of dues shall amount to one hundred Dollars for each of said shares, and also to pay weekly, the sum of twelve cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of one hundred dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and fifty cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

LIBER 120 PAGE 44

AND it is agreed that until default is made the said Mortgagors their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

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

WITNESS the hands and seals of the said Mortgagors

TEST:

Hedwig T. Krzewinska

Hedwig T. Krzewinska

Mrs Naomi Holmes (SEAL)
Naomi Holmes

Develor R Holmes (SEAL)
Develor Holmes

(SEAL)

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 22nd day of February in the year one thousand nine hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Naomi Holmes and Develor Holmes, her husband, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared H. M. Hurwitz President of said body corporate, the mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

Rec'd for record Mar 2 1956 at 10.30 A.M.
Mailed to William Reisfeld

Hedwig T. Krzewinska
Notary Public

Hedwig T. Krzewinska

4

STATEMENT OF MORTGAC CLAIM LIBER 120 PAGE 45

SHARON BUILDING AND LOAN ASSOCIATION, INC.

vs.

NAOMI HOLMES AND DEVELOR HOLMES, her husband.

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

No. 15,178 Equity

STATEMENT OF MORTGAGE DEBT

Original Mortgage	$2,250.00
Dues paid	390.76
Balance	$1,859.24
Interests and Fines	25.86
	$1,885.10
Credit expsnse acct.	57.30
Total amount due	$1,827.80

Sharon Building and Loan Association, Inc.

C. Wharton Brown

C. Wharton Brown, Asst. Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 21st day of April in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared C. Wharton Brown, Assistant Secretary of

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

FILED

1959 APR 22 AM 11:30

As witness my hand and Notarial Seal

Theodore Dennis

Notary Public.

5

DECREE FOR SALE OF MORTGAGE PREMISES

SHARON BUILDING AND LOAN ASSOCIATION, INC.

vs.

NAOMI HOLMES AND DEVELOR HOLMES, her husband

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 13,178 Equity

TERM, 19

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

It, is, Thereupon, This 22nd day of April, in the year nineteen hundred and fifty-nine, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Zell C. Hurwitz be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of three thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Evans
Judge

FILED

1959 APR 23 AM 9:18

6

LIBER 120 PAGE 47

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

SHARON BUILDING AND LOAN ASSOCIATION, INC.

vs.

NAOMI HOLMES and DEVELOR HOLMES, her husband

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

~~DOCKET~~ ..... ~~Folio~~ .....

No. 13,178 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 C. Wharton Brown

.....

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

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

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

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

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

C. Wharton Brown

Affiant.

Subscribed and sworn to before me

this 16th day of June 1959

Theodore C Dennis

Notary Public

FILED

1959 JUN 18 AM 10:10

7

LIBER 120 PAGE 47A

THE HOME INDEMNITY COMPANY

HOME OFFICE NEW YORK

LIBER 10 PAGE 23

Equity No. 13,178

KNOW ALL MEN BY THESE PRESENTS: That We, Zell C. Hurwitz, 349 North Calvert Street, Baltimore, Maryland and THE HOME INDEMNITY COMPANY, a corporation ofthe State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand and----------00/100 Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of June in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the above bounden Zell C. Hurwitz by virture of a decree of the Honorable the Judge of the Circuit Court Anne Arundel County, has been appointed trustee to sell real estate located 302 Elizabeth Avenue, Patapsco Park, Baltimore 25, Maryland mentioned in the proceedings in the case of Sharon Building and Loan Association, Inc. vs. Naomi Holmes and Develar Holmes, her husband now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF THE ABOVE BOUNDEN Zell C. Hurwitz 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 virture in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Theodore C Dennis

Zell C. Hurwitz (SEAL)

(SEAL)

THE HOME INDEMNITY COMPANY (SEAL)

Patricia A. Husselbaugh

Frank R. Clarke, Attorney-in-Fact (SEAL)

Bond Filed and Approved
this 18th day of June 1959
George T. Cromwell, Clerk

FILED

1959 JUN 18 AM 10:10

Form H-4044—25M-4-56

LIBER 120 PAGE 408

REPORT OF SALE

LIBER 120 PAGE 48

SHARON BUILDING AND LOAN ASSOCIATION, INC.

vs.

NAOMI HOLMES and DEVELOR HOLMES, her husband

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

Equity No. 13,178

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

The Report of Sale of Zell C. Hurwitz

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

the fee simple property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust 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

Maryland Gazette

LIBER 120 PAGE 48 A a ~~daily~~ newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 19th day of June 1959 at 1:00 o'clock P.M. attend on the premises and then and there sold at and for the sum of Six Hundred ($600.00) Dollars the lot of ground together with the improvements thereon situate in Anne Arundel County, State of Maryland, and known as No.302 Elizabeth Avenue, and more fully described in the annexed advertisement of sale, in fee simple, to Marc, Inc., it being the highest bidder for said property.

Respectfully submitted,

Zell C. Hurwitz

Zell C. Hurwitz, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 22nd day of June 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Zell C. Hurwitz

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

FILED

1959 JUN 24 AM 9:36

As witness my hand and Notarial Seal,

Theodore C. Venetoulis

Notary Public.

LIBER 120 PAGE 48 B

THEODORE C. DENICK,
Solicitor
1811 Munsey Building
Baltimore 2, Md.

Trustee's Sale

OF VERY VALUABLE FEE-SIMPLE PROPERTY 302 ELIZABETH AVE.

5th District,
Anne Arundel County

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, No. 13178, in equity, the undersigned, Trustee, will sell at public auction, on the premises, on

Friday, June 19, 1959
At 4 o'clock P. M.

BEING LOT No. 501 of Patapsco Park, as shown on Plat of Patapsco Park Lane Co., recorded among the Plat Records of Anne Arundel County in Plat Book GW No. 1, folio 31, fronting 30' on the NW side of Elizabeth Avenue with a depth of 130' Northwesterly.

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

ZELL C. HURWITZ, Trustee
American Bldg.
Baltimore 2, Md.
MU 5-2288
MICHAEL FOX
Auctioneer

J-18

LIBER 120 PAGE 49

ORDER NISI

Sharon Building and Loan Association, Inc.

versus

Naomi Holmes and Develor Holmes, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,178 Equity

Ordered, this 24th day of June, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Zell C. Hurwitz, Trustee

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 $ 600.00

George T. Cromwell Clerk.

True Copy,
FILED
1959 JUN 24 AM 9:36

TEST: Clerk.

(Final Order)

Sharon Building and Loan Association, Inc.

versus

Naomi Holmes and Develor Holmes, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of August, 1959, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 AUG -4 PM 3:40

10

THEODORE C. DENICK,
Solicitor
1811 Munsey Building
Baltimore 2, Md.

Trustee's Sale

OF VERY VALUABLE FEE-SIMPLE PROPERTY 302 ELIZABETH AVE.

5th District,
Anne Arundel County

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, No. 13178, in equity, the undersigned, Trustee, will sell at public auction, on the premises, on

Friday, June 19, 1959
At 1 o'clock P. M.

BEING LOT No. 501 of Patapsco Park, as shown on Plat of Patapsco Park Lane Co., recorded among the Plat Records of Anne Arundel County in Plat Book GW No. 1, folio 31, fronting 30' on the NW side of Elizabeth Avenue with a depth of 130' Northwesterly.

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

ZELL C. HURWITZ, Trustee
American Bldg.
Baltimore 2, Md.
MU 5-2288
MICHAEL FOX
Auctioneer

J-18

No. M. G. _____

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
302 Elizabeth Ave
Equity No. 13,178
Naomi Holmes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of June, 1959. The first insertion being made the 28th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED
1959 JUL -7 AM 10:20

LIBER 120 PAGE 51 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. 13,178 Equity
SHARON BUILDING and IOAN ASSOCIATION, INC.
versus
NAOMI HOLMES and
DEVELOR HOLMES, her husband

Ordered, this 24th day of June, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Zell C. Hurwitz, Trustee 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 $600.00

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. 13178

Naomi Holmes

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 23rd day of July, 1959.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 9173

12

In the Case of

Sharon Building and Loan Association, Inc.

vs.

Naomi Holmes

and

Develor Holmes, her husband

In the

Circuit Court

For

Anne Arundel County

No. 13,178 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura N. Jickling
Auditor.

August 19, 1959

Dr. Sharon Building and Loan Association, Inc., vs. Naomi Holmes and Develor Holmes, her husband in ac.

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	39	02	139	02
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sunpaper - advertising sale	20	95		
The Home Indemnity Co. - bond premium	12	00		
Michael Fox - auctioneer's fee	25	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Theodore C. Denik - four affidavits	2	00	118	05
To Trustee for Taxes, viz: 1959 State and County taxes ($68.98) adjusted to day of sale - 5 months 19 days	32	37	32	37
To Sharon Building & Loan Ass'n., Inc., mortgagee - this balance on account mortgage claim	259	36	259	36
			600	30
Amount of mortgage claim filed	1,827	80		
Cr. Amount allowed above	259	36		
Balance subject to decree in personam	1,568	44		

with Zell C. Hurwitz, Trustee Cr.

1959				
June	19	Proceeds of Sale	600 00	
		Interest on deferred payment of $300.00 to 8/5/59	30	600 30
				600 30

LIBER 120 PAGE 55

ORDER NISI

Sharon Building and Loan Association, Inc.

VERSUS

Naomi Holmes

and

Develor Holmes, her husband

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,178 Equity.

1959 AUG 24 P

ORDERED, This 24th 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 28th 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 28th day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of October, 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 OCT -5 AM 11:33

Matthew S. Evans

JUDGE

LIBER 120 PAGE 56 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,178 Equity
SHARON BUILDING AND LOAN ASSOCIATION, INC.
versus
NAOMI HOLMES and
DEVELOR HOLMES, her husband

Ordered, this 24th 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 28th 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 28th day of September next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,178

Auditor Account

Naomi Holmes

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 September, 1959. The first insertion being made the 27th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 OCT -2 By W. E. Tilghman

No. M. G. 10913

17

LIBER 120 PAGE 57

TIMOTHY V. A. DILLON and KATHERINE DILLON t/a PAROLE DEVELOPEMEMT CO.	*	
Plaintiffs	*	IN THE CIRCUIT COURT
vs.	*	FOR
CHARLES CHEW and MARY ALICE CHEW, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 13157 EQUITY
Defendants	*	

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

PETITION TO FORECLOSE LAND INSTALLMENT CONTRACT

The Petition of Timothy V. A. Dillon and Katherine Dillon t/a Parole Developement Co. by Samuel M. Ivrey, Attorney, respectfully shows:

1. That on January 12, 1958, your Petitioners entered into an agreement with the Defendants, Charles Chew and Mary Alice Chew, his wife, for the sale of certain fee simple property set in Anne Arundel County, State of Maryland, being known as 1 Bunche Street, City of Annapolis, at and for Ten Thousand Seven Hundred Fifty and 00/100 ($10,750.00) Dollars, payable in monthly installments of Eighty-seven and 00/100 ($87.00) Dollars per month, including principal, interest, taxes and insurance, all of which will appear from said contract marked "Petitioners Exhibit No. 1" filed herewith as a part of this Petition.

2. That the defendants have defaulted in the payments to be made under said contract and in accordance with the provisions of Article 21, Section 121 of the Public General Laws of Maryland, the defendants were given notice by Registered Mail, by letter dated January 15th, 1959, of default under said contract, of the amount of said default and that the contract would be terminated on February 25, 1959, unless the defendants made good such default, all of which will appear in the copy of said letter filed herewith as"Petitioners Exhibit No. 2".

3. That your Petitioners certify that the notice of default as set forth in Article 21, Section 121, aforesaid has been complied with

WHEREFORE, your Petitioners pray that a decree may be passed for the sale of said property in accordance with the terms of said Contract.

Samuel M. Ivrey, atty.
SAMUEL M. IVREY,
Attorney for Petitioners

Timothy V. A. Dillon
Timothy V. A. Dillon t/a Parole Developement Co.

Katherine Dillon
Katherine Dillon

FILED
1959 APR -8 AM 11:20

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

Washington DC

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

THIS IS TO CERTIFY that on this 6th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared TIMOTHY V. A. DILLON and KATHERINE DILLON t/a PAROLE DEVELOPEMENT CO. and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and correct and that the notice of default referred to in said Petition was duly given to the defendants in compliance with Article 21, Section 121 of the Public General Laws of Maryland.

AS WITNESS my hand and Notarial Seal.

Samuel Eisenberg
Notary Public

My Commission Expires:

My Commission Expires Dec. 14, 1962

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

2

PETITIONERS EXHIBIT NO. I

LIBER 120 PAGE 59

PAROLE DEVELOPEMENT CO.
1403 BAY RIDGE AVENUE
ANNAPOLIS, MARYLAND

no 13.157 Equity

Contract of Sale

$10,750.00 *Date* January 12, 1958

Received from Charles Chew and Mary Alice Chew (his wife)

a deposit of Eight Hundred and no/100 ---------- *Dollars* (800.00)

to be applied as part payment on the purchase of the following described property situate in City of Annapolis, 8 Bunch St. *State of Maryland on the following terms of sale together with improvements*

3 bedroom house - part of lots 11 and 12 Section A. Parole Villa

to be erected in accordance with the plan as submitted to Annapolis Federal S. and L. Association.

EXCEPT FOR:

(a) Such changes, additions or modifications as appear on Schedule "A" hereof and initialed by the parties hereto.

(b) The purchaser gives the seller the right to make such variations and changes from said plans as the seller, in its discretion, may deem necessary; in addition the purchaser gives the seller the right to use such other materials as the seller, in its discretion, may deem necessary in the event the seller determines that the materials called for in said plans or Schedule "A" are either unavailable or that their use will delay the completion of said improvements.

1. Price Ten Thousand Seven Hundred and Fifty ---------- Dollars (10,750.00)

2. (a) Purchaser is to increase said deposit an additional NONE Dollars (.....) upon receipt of written notice from the seller that excavation for the footings has commenced.

   (b) Purchaser agrees to pay ..... Dollars (.....) cash at the date of conveyance, of which sum said deposit shall be a part.

3. The purchaser is to assume a first deed of trust secured on the aforesaid premises of Nine Thousand Nine Hundred and Fifty and no/100 ---------- Dollars (9,950.00) bearing interest rate of 6 % per annum, payable as follows:

Purchaser to pay $87.00 per month including principal, interest, taxes and insurance.

Purchaser agree to place FHA Loan if obtainable.

Title to remain in sellers name until purchaser is approved by loan co.

Purchaser to be allowed credit of _____ for gas stove.

4. The balance of deferred purchase money is to be secured by a NONE deed of trust on said property, bearing interest rate of .....% per annum, payable as follows: monthly installments of ..... Dollars (.....), or more, until the ..... day of ....., 19..... At which time the entire balance due of said deed of trust shall become immediately due and payable. Trustees in all deeds of trust are to be named by the parties secured hereby.

   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.

5. The property is sold free of encumbrance, except as aforesaid; title is to be good of record, subject, however, to convenants, conditions and restrictions of record; otherwise, the deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and Agent are hereby expressly released from all liability for damages by reason of any defect in title. In case legal steps are necessary to perfect the title, such action must be taken promptly by and at the seller's expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such action.

6. Seller agrees to execute and deliver a good and sufficient special warranty deed, and to pay for Federal revenue stamps on the deed.

7. Seller agrees to give possession at time of settlement.

8. Seller assumes the risk of loss or damage to said property by fire or other casualty until the executed deed of conveyance is delivered to the purchaser or is recorded for him by the Title Company making this settlement.

9. All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

10. Settlement is to be made at the office of the Agent or at the Title Company searching the title, and deposit with the Agent or at the Title Company of the cash payment as aforesaid, the deed of conveyance and such other papers as are required by the terms of this contract shall be deemed and construed as a good and sufficient tender of performance of the terms hereof.

11. Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of settlement, Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treaurer of the County and the Treasurer of the City of Annapolis.

FILED

1959 APR -8 AM 11:21

3

3-12

12. Examination of title, tax certificate, conveyancing, notary fees, State revenue stamps, if any, and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser who hereby authorizes the undersigned Agent to order the examination of title; provided, however, that if upon examination the title should be found defective, and is not remedied as aforesaid, the seller hereby agrees to pay the cost of the examination to the title and also to pay the Agent herein the commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

13. Within 10 days from the date the seller notifies the purchaser in writing that said house is completed, or as soon thereafter as a report on the title can be secured if promptly ordered, and/or survey, if required, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof.

If the purchaser shall fail to make full settlement, or fail to comply in any respect with the terms of this agreement, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or, without forfeiting the deposit, the seller may avail himself of any legal or equitable rights and remedies which he may have under this contract.

14. The entire deposit shall be held by Parole Development Co. until settlement hereunder is made or until the deposit is forfeited, and may be used in connection with the construction of this house.

15. The seller agrees to pay to none his agent, a commission of $..... and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commision from the proceeds of the sale and make payment thereof to the said agent.

16. The seller shall not be responsible or liable to the Purchaser for any delays in construction caused by any act or neglect of the purchaser, changes ordered in writing by purchaser, strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the seller's control; if the purchaser interferes in any manner with the progress or manner of construction, he agrees to reimburse the seller, promptly upon demand, the cost of any additional expense resulting from such interference.

17. The premises shall be deemed completed to purchaser's satisfaction upon receipt of notice from seller that either

(a) the final payment of the construction loan has been made, or

(b) that the lending institution making the loan on the above described premises has made its final inspection of said premises and has approved the loan for closing, or

(c) that the lending institution making the loan on the above described premises has made its final inspection of said premises and has approved the loan for closing subject to laying of the sod for said premises and surfacing of the street immediately in front of said premises, and that the lending institution, from the proceeds of said loan; is willing to deposit with the title company handling the settlement a sum sufficient to cover the foregoing items. In such event, the purchaser hereby agrees to the making of said deposit to cover said items and agrees further that the title company shall disburse said sum direct to the seller upon receipt of notice from the lending institution that the sod is in place and said street surfaced. Upon receipt of such notice purchaser shall not be entitled to make any claim or demands whatsoever against the seller for any matter arising in connection with the construction or sale of said premises and the purchaser hereby releases seller from any and all such claims or demands.

18. The principals to this contract mutually agree that it shall be binding upon them, their and each of their respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract contains the final and entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Property to be conveyed in the name of .....

.....

By .....

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

PAROLE DEVELOPEMENT CO.
John M. Deeman
SELLER

Charles E. Chew
PURCHASER

SELLER

Mary A. Chew
PURCHASER

Date of Acceptance Jan. 17, 1958

TW-2-2196
PURCHASER'S TELEPHONE NO.

Rte 3 Box 1492
ADDRESS OF PURCHASER

LIBER 120 PAGE 61

TIMOTHY V. A. DILLON and KATHERINE DILLON t/a PAROLE DEVELOPEMENT CO.	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
CHARLES CHEW and MARY ALICE CHEW, his wife	*	NO. 13,157 EQUITY
	*	
Defendants		

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

STATEMENT OF DEBT

Statement of the claim of Timothy V. A. Dillon and Katherine Dillon t/a Parole Developement Co. under Contract of Sale made by and between the said plaintiffs and Charles Chew and Mary Alice Chew, his wife, dated January 12, 1958, said Contract being in default.

Balance due through March 31, 1959	$10,385.47
Interest to May 5, 1959	62.31
	$10,447.78

STATE OF MARYLAND, ANNE ARUNDEL COUNTY , to wit:

I HEREBY CERTIFY, that on this 30th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland , in and for the County aforesaid, personally appeared Timothy V. A. Dillon and Katherine Dillon t/a Parole Developement Co. and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on their claim described herein, and that they have not received any security or any satisfaction therefore other than the Contract of Sale in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey
Notary Public

My Commission Expires: May 4, 1959

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1959 APR -8 AM 11:21

5

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

TIMOTHY V. A. DILLON and KATHERINE DILLON t/a PAROLE DEVELOPEMENT CO.	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
CHARLES CHEW and MARY ALICE CHEW, his wife	*	NO. 13,157 EQUITY
	*	
Defendants		

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

MILITARY AFFIDAVIT

DISTRICT OF COLUMBIA, CITY OF WASHINGTON , to wit:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said District , in and for said County , personally appeared Timothy V. A. Dillon and Katherine Dillon t/a Parole Developement Co. and made oath in due form of law that they know the defendants herein, and that to the best of their information, knowledge and belief:

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

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

(3) said 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.

Timothy V. A. Dillon

Timothy V. A. Dillon

Katherine Dillon

Katherine Dillon

t/a Parole Developement Co.

Subscribed and sworn to before me this 7 day of March, 1959.

Samuel Eisenberg — Notary Public

Commission Expires: My Commission Expires Dec. 14, 1962

FILED

1959 APR -8 AM 11:21

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

6

TIMOTHY V. A. DILLON and KATHERINE DILLON t/a PAROLE DEVELOPEMENT CO.	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
CHARLES CHEW and MARY ALICE CHEW, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 13,157 EQUITY

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

ORDER OF COURT

The Petition and Exhibits in the above cause having been submitted, the proceedings therein were by the Court read and considered, it is, thereupon, this 9th 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 property in the proceedings mentioned be sold, at or after any one of the periods limited in the contract filed for the forfeiture of said contract; that Samuel M. Ivrey be, and is hereby, appointed trustee to make said sale and that the course and manner of his proceedings shall be as follows:

He shall first file with the clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court or by the Clerk thereof, in the penalty of $10,000 condition for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises.

He shall then proceed to make the said sale, having given at least three (3) weeks notice by advertisement, inserted in some daily newspaper or newspapers published in the County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, and as soon as may be convenient after any such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to the sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale and on obtaining the Court's ratification of the sale and on the payment of the whole purchase money, and not before, the said trustee shall by

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioners and vendees and those claiming by, from or under them or either of them; and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity, wherewith he shall appear to have discharged his trust; that provided that before the sale herein before decreed is made a statement of the contract claim duly verified by affidavit as required by law be filed in said cause.

Benjamin Richardson
Judge

LAW OFFICES
AMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1959 APR -9 PM 3:29

8

G 22056

LIBER 120 PAGE 65

GLOBE INDEMNITY COMPANY

LIBER 9 PAGE 592

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,157 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey **of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** 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** 6th **day of** May , 1959 .

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Timothy V.A. Dillon & Katherine Dillon, h/w, T/A Parole Development Co. vs. Charles Chew and Mary Alice Chew, his wife **dated** April 9, 1959, Samuel M. Ivrey **was appointed Trustee to make sale of the property described in said proceedings, and the said** Samuel M. Ivrey **is about to execute said power and make sale of the property described in said proceedings.**

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

WITNESS:

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey, 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 6th day of May 1959.
George T. Cromwell Clerk

FILED
1959 MAY -6 AM 10:59

9

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

TRUSTEE'S SALE

OF VALUABLE

Improved Real Estate

1 BUNCHE STREET, PAROLE VILLA, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County in Equity, dated the 9th day of April, 1959, passed in a cause therein pending entitled Timothy V. A. Dillon and Katherine Dillon t-a Parole Development Co. vs. Charles Chew and Mary Alice Chew, his wife, Equity No. 13,157, the undersigned will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Wednesday, May 6, 1959

AT 11 O'CLOCK A.M.

ALL THAT LOT OF GROUND situate, lying and being in the Sixth Election District, of Anne Arundel County, State of Maryland and described as follows:

BEGINNING FOR THE SAME at a point where the south side of Dorsey Avenue intersects the east side of Bunche Street as shown on the Plat of Parole Villa recorded among the plat records of Anne Arundel County in Plat Book 25, Page 5 and running from said beginning point so fixed and with the south side of Dorsey Avenue, South 74° 41′ 10″ East, 100.0 feet; thence leaving Dorsey Avenue and with part of the east line of lot 11, South 15° 18′ 50″ West 80 feet; thence crossing lots 11 and 12 North 74° 41′ 10″ West, 100.0 feet to the east side of Bunche Street; thence with the same North 15° 18′ 50″ East, 80 feet to the place of beginning.

Being the northernmost 80 feet of lots 11 and 12 as shown on the plat of Parole Villa as described by J. R. McCrone, Jr., Inc., Registered Land Surveyor in July 1957.

AND BEING the same property conveyed by Timothy V. A. Dillon and Katherine E. Dillon, his wife, to Green Acres Homes, Inc. by deed dated December 31, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1193, folio 61.

This property is being sold subject to a first mortgage from Timothy V. A. Dillon and Katherine Dillon, his wife, to Annapolis Federal Savings and Loan Association, dated November 26, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1169, folio 547.

The said Green Acres Homes, Inc. will convey all its right, title and interest in and to this property to the purchaser or purchasers thereof.

This property is improved by a frame dwelling containing six rooms and a bath with gas heat.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the date of sale. For further particulars, apply to:

SAMUEL M. IVREY, TRUSTEE
144 Gloucester Street,
Annapolis, Maryland

FILED

1959 MAY 11

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

10

LIBER 120 PAGE 67

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 750.00 subject to first mortgage of 7,486.43 as of this date to Annapolis Federal S&L Assn and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 6th day of May, 1959.

WITNESS:

Samuel W. Iner

Green Acres Homes Inc
Mareen D Waterman (SEAL)

I hereby certify that I sold property described on the reverse side of this Handbill to GREEN ACRES HOMES, INC — at and for the price of $ 750.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 6th day of May, 1959.

WITNESS:

Samuel W. Iner

Robin H. Campbell (SEAL)
Auctioneer

FILED

1959 MAY 11 PM 2 01

TIMOTHY V. A. DILLON and KATHERINE DILLON t/a PAROLE DEVELOPEMENT CO.	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
CHARLES CHEW and MARY ALICE CHEW, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 13,157 EQUITY

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

TRUSTEE'S REPORT OF SALE

The Report of Samuel M. Ivrey, Trustee in the above mentioned cause, authorized to make sale of the property therein mentioned respectfully shows:

That after complying with all the prerequisites, the Decree of this Honorable Court passed in the above mentioned cause on April 9th, 1959, and after having given notice as required by said Decree, he did, pursuant to said Decree and notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Wednesday, May 6, 1959, at 11 A. M., the date and place mentioned in said notice of sale 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 LOT OF GROUND situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland and described as follows: BEGINNING FOR THE SAME at a point where the south side of Dorsey Avenue intersects the east side of Bunche Street as shown on the Plat of Parole Villa recorded among the plat records of Anne Arundel County in Plat Book 25, page 5 and running from said beginning point so fixed and with the south side of Dorsey Avenue, South 74° 41' 10" East, 100.0 feet; thence leaving Dorsey Avenue and with part of the east line of lot 11, South 15° 18' 50" West 80 feet; thence crossing Lots 11 and 12 North 74° 41' 10" West, 100.0 feet to the east side of Bunche Street; thence with the same North 15° 18' 50" East, 80 feet to the place of beginning.

Being the northernmost 80 feet of Lots 11 and 12 as shown on the plat of

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1959 MAY 11 PM 2:01

Parole Villa as described by J. R. McCrone, Jr., Inc., Registered Land Surveyor in July 1957.

AND BEING the same property conveyed by Timothy V. A. Dillon and Katherine E. Dillon, his wife, to Green Acres Homes, Inc. by deed dated December 31, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1193, folio 61.

Said property being sold to Green Acres Homes, Inc. at and for the sum of Seven Hundred Fifty and NO/100 ($750.00) Dollars, subject to a first mortgage from Timothy V. A. Dillon and Katherine Dillon, his wife, to Annapolis Federal Savings and Loan Association now having a balance of Seven Thousand Four Hundred Eighty-six and 43/100 ($7,486.43) Dollars.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And, as in duty bound, etc.

Samuel M. Ivrey, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 11 day of May, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Catherine S. [illegible]
Notary Public

My Commission Expires:
May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

ORDER NISI

TIMOTHY V. A. DILLON and
KATHERINE DILLON t/a
PAROLE DEVELOPEMENT CO.
versus
CHARLES CHEW and
MARY ALICE CHEW, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,157 Equity

Ordered, this 11th day of May, 1959, That the sale of the Property in these proceedings mentioned made and reported by Samuel M. Ivrey, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of June next.

The report states that the amount of sale was $750.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 MAY 11 PM 2:01

TEST: _____ Clerk.

(Final Order)

TIMOTHY V. A. DILLON AND
KATHERINE DILLON t/a
PAROLE DEVELOPEMENT CO.
versus
CHARLES CHEW AND
MARY ALICE CHEW, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
_____ Term, 19

ORDERED BY THE COURT, This 16th day of June, 1959, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 JUN 16 PM 3:20

14

Trustee's Sale

OF VALUABLE IMPROVED REAL ESTATE

1 Bunche Street
Parole Villa
Anne Arundel County
State of Maryland

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County in Equity, dated the 9th day of April, 1959, passed in a cause therein pending entitled Timothy V. A. Dillon and Katherin Dillon t/a Parole Development Co. vs. Charles Chew and Mary Alice Chew, his wife, Equity No. 13,157, the undersigned will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Wednesday, May 6th, 1959 at 11 o'clock A.M.

ALL THAT LOT OF GROUND situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING FOR THE SAME at a point where the south side of Dorsey Avenue intersects the east side of Bunche Street as shown on the Plat of Parole Villa recorded among the plat records of Anne Arundel County in Plat Book 25, Page 5 and running from said beginning point so fixed and with the south side of Dorsey Avenue, South 74° 41' 10" East, 100.0 feet; thence leaving Dorsey Avenue and with part of the east line of lot 11, South 15° 18' 50" West 80 feet; thence crossing lots 11 and 12 North 74° 41' 10" West 100 feet to the east side of Bunche Street; thence with the same North 15° 18' 50" East, 80 feet to the place of beginning.

Being the northernmost 80 feet of lots 11 and 12 as shown on the plat of Parole Villa as described by J. R. McCrone, Jr., Inc., Registered Land Surveyor in July 1957.

AND BEING the same property conveyed by Timothy V. A. Dillon and Katherine E. Dillon, his wife, to Green Acres Homes, Inc. by deed dated December 31, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1193, folio 61.

This property is being sold subject to a first mortgage from Timothy V. A. Dillon and Katherine Dillon, his wife, to Annapolis Federal Savings and Loan Association, dated November 26, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1169, folio 547.

The said Green Acres Homes, Inc. will convey all its right, title and interest in and to this property to the purchaser or purchasers thereof.

This property is improved by a frame dwelling containing six rooms and a bath with gas heat.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the date of sale. For further particulars, apply to:

SAMUEL M. IVREY, Trustee
144 Gloucester Street,
Annapolis, Maryland.

Robert H. Campbell,
Auctioneer.

M-2

LIBER 120 PAGE 71 OFFIC. OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1959

We hereby certify, that the annexed

Trustee's Sale

Timothy V. A. Dillon

Equity No. 13,157

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of May, 1959. The first insertion being made the 2nd day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAY 14 By W. S. Tilghman

15

LIBER 120 PAGE 72 OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,157 Equity

TIMOTHY V. A. DILLON and
KATHERINE DILLON t/a
PAROLE DEVELOPMENT CO.
versus
CHARLES CHEW and
MARY ALICE CHEW, his wife

Ordered, this 11th day of May, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of June next.

The report states that the amount of sale was $750.00

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

Ju-3

FILED

No. M. G. 8799 1959 JUN 11 AM 9:56

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,157.

Charles Chew

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of June, 1959. The first insertion being made the 13th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

14

In the Case of

Timothy V. A. Dillon
and
Katherine Dillon, T/A
Parole Development Co.

VS.

Charles Chew

and

Mary Alice Chew, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,157 Equity

To the Honorable, the Judges of said Court:

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

August 4, 1959

All of which is respectfully submitted.

Auditor.

FILED

1959 AUG 18 AM 9:16

Dr. Timothy V. A. Dillon and Katherine Dillon T/A Parole Development Co. in ac. vs. Charles Chew and Mary Alice Chew, his wife

To Trustee for Commissions, viz:	46	88	46	88
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50		
			51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	58	76		
Capital-Gazette Press -order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	08		
Globe Indemnity Co. - bond premium	40	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps	1	10		
Samuel Eisenberg - notary fees	1	00		
Katherine S. Russell - notary fees		50	179	99
To Trustee for Taxes, viz:				
1959 State and County taxes ($103.55) - 4 months 6 days	36	26		
1958 Annapolis City taxes ($98.92) - 10 months 6 days	83	95	120	21
To Timothy V. A. Dillon and Katherine Dillon, T/A Parole Development Co., vendors - this balance on account claim	359	02	359	02
			757	60
Amount of claim filed under Land Installment Contract dated January 12, 1958, filed in these proceedings	10,447	78		
Cr. Amount allowed above	359	02		
Balance due	10,088	76		

18

with Samuel M. Ivrey, m Trustee Cr.

1959				
May	6	Proceeds of Sale	750 00	
		Interest on deferred payment of $675.00 to 7/13/59	7 60	757 60
				757 60

ORDER NISI LIBER 120 PAGE 76

Timothy V. A. Dillon and Katherine Dillon, T/A Parole Development Co.

VERSUS

Charles Chew

and

Mary Alice Chew, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,157 Equity.

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

1959 AUG 18 AM 9:16

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd 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 3:45

Benjamin Michaelson

Judge

2°

LIBER 120 PAGE 77 OFF. 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. 13,157 Equity
TIMOTHY V. A. DILLON and KATHERINE DILLON
T-A Parole Development Co.
versus
CHARLES CHEW and
MARY ALICE CHEW, 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 10, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,157

Auditor Account

Charles Chew

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 21st day of September, 1959. The first insertion being made the 20th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

21

No. M. G. 10597 1959 SEP 11

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
ERNEST S. EYLER and	*	ANNE ARUNDEL COUNTY
ESTELLE E. EYLER, his wife	*	In Equity
* * * * *		Equity No. 12,234

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED
1959 MAY 13 PM 1:15

"PETITIONER'S EXHIBIT A"

Equity No. 13,234

This Mortgage,

Made this 13th day of November, in the year one thousand, nine hundred and fifty-eight - - - -, between ERNEST S. EYLER and ESTELLE E. EYLER, his wife, -

of Anne Arundel County - - - - - - - - - - - - -, in the State of Maryland, Mortgagors, and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of ELEVEN THOUSAND FIVE HUNDRED SEVENTY - - - - - -($11,570.00) -Dollars, being part of the purchase money for the property hereinafter described, on their eighty-nine shares of its stock, the execution of this Mortgage having been a condition precedent to the granting of said advance.

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

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

(A) of the sum of SEVENTY-FIVE DOLLARS AND FIFTY CENTS - -($75.50) XDOXXX, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of SEVENTEEN DOLLARS AND FIFTY CENTS - - - ($17.50) XDOXXXX being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 41, as shown on a Plat of "Dunbrooke", said Plat being duly recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 16. The improvements thereon being known as No. 485 Gladnor Road.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by LAWRENCE CASHMAN and ANNETTE CASHMAN, his wife, to ERNEST S. EYLER and ESTELLE E. EYLER, his wife, the within Mortgagors.

FILED

1959 MAY 13 PM 1:14

2

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

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

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rental of [illegible] payable in equal semi-annual instalments on the [illegible] days of [illegible] and [illegible] in each and every year forever in fee simple.

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

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

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do - hereby (1) declare their - assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do - hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of THREE HUNDRED($300.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

John C. Ryan
JOHN C. RYAN

Ernest S. Eyler (SEAL)
ERNEST S. EYLER

Estelle E. Eyler (SEAL)
ESTELLE E. EYLER

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 120 PAGE 82

I HEREBY CERTIFY that on this 13th day of November, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared ERNEST S. EYLER and ESTELLE E. EYLER, 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 E. Taylor Boden - - - - - - - - - - - , Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee, duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN C. RYAN NOTARY PUBLIC BALTIMORE, MD.

John C. Ryan
JOHN C. RYAN Notary Public.

My commission expires May 4, 1959.

12.50

Rec'd for record Nov. 15, 1958, at 11:14 AM.
Mailed to The Security Title Guarantee Corp. of Balto.

MORTGAGE

FROM

ERNEST S. EYLER and

ESTELLE E. EYLER, his wife

TO

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

465 Gladnor Road

BLOCK NO. ______

Received for Record ______ Same day Recorded in ______

at ______ o'clock ______

Liber ______ No. ______ Folio ______ etc.,

one of the ______ Records of ______

and examined per ______, Clerk.

Cost of Record, $12.50

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1958 NOV 15 AM 11:14 & RECORDED IN LIBER GTC NO. 1252 FOLIO 113 GEORGE C. CROMWELL, CLERK

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

The Daily Record Company, Baltimore, Md.

1847 (2) 2

FILE NO. 38252
WRITTEN BY D. S.
FORM APPROVED E.M.B.
READY FOR RECORD E.T.B.

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
ERNEST S. EYLER and	*	ANNE ARUNDEL COUNTY
ESTELLE E. EYLER, his wife	*	In Equity

* * * * *

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

ON this 23rd 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 C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Ernest S. Eyler and Estelle E. Eyler, his wife, are the owners of the mortgaged property described in the mortgage filed in thse proceedings and upon diligent inquiry it has been found that the said Ernest S. Eyler and Estelle E. Eyler, his wife, are not now in the military service of the United States.

William C. Rogers, Affiant

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

HERBERT C. MOORE, Notary Public

FILED

1959 JUN 26 AM 9:47

6

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
ERNEST S. EYLER and ESTELLE	*	ANNE ARUNDEL COUNTY
E. EYLER, his wife	*	In Equity

********** Equity No. 13,234

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of The Augusta Building and Loan Association, Inc. under the mortgage from Ernest S. Eyler and Estelle E. Eyler, his wife to The Augusta Building and Loan Association, Inc. dated November 13, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1252, folio 110.

Mr. and Mrs. Ernest S. Eyler
485 Gladnor Road
Pasadena, Maryland

May 7, 1959

Original amount of loan $11,570.00

CHARGES		
Interest	$344.44	
Mortgage Insurance	75.36	
Late Charge	3.72	
		423.52
		$11,993.52
Less payments		333.10
BALANCE DUE		$11,660.42 ✓

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BY John J. Byrne
JOHN J. BYRNE, JR.

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

I HEREBY CERTIFY that on this 7TH. day of May, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John J. Byrne, Jr., Secretary of The Augusta Building and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILED
1959 MAY 13 PM 1:15

Herbert R. Moore
Notary Public

LIBER 120 PAGE 85

UNITED STATES CASUALTY COMPANY

LIBER 10 PAGE 31

60 JOHN STREET, NEW YORK

Equity No. 12,234

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland as Principal

and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND AND NO/100 ($12,000.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-second day of June in the year nineteen hundred and fifty-nine

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Ernest S. Eyler and Estelle E. Eyler, his wife to The Augusta Building & Loan Association, Inc, a body corporate bearing date the 13th day of November nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1252, Folio 110, and William C. Rogers

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

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers

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

Signed, Sealed and Delivered in the presence of

Attest: Herbert C. Moore

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J.F. Eierman, Vice-President

Attest: G.Lee Burgess, Assistant Secretary

Witness as to Surety:

F B Cary 1959

FILED JUN 26 AM 9

Bond filed & approved this 26th day June 1959

George F. Cromwell, Clerk

8

ROBERT H. CAMPBELL LIBER 120 PAGE 86 Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Property

IN DUNBROOKE, THIRD ELECTION DISTRICT,
ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Ernest S. Eyler and Estelle E. Eyler, his wife, to The Augusta Building and Loan Association, Inc., dated November 13, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1252, folio 110, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis Maryland, on

Saturday, June 27, 1959

AT 11:00 A.M.

All that lot of ground with improvements thereon, said lot being known and designated as Lot No. (41), as shown on a Plat of DUNBROOKE, said Plat being duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 16. The improvements thereon being known as No. 485 Gladnor Road; the said lot has a frontage of 81.89 feet on said road with a depth therefrom of 153.55 feet. Being the same lot conveyed to said Mortgagors by Lawrence Cashman and wife, by deed dated November 13, 1958 and recorded in Liber GTC No. 1252, folio 108. Subject to the legal operation and effect of restrictions and pole agreements of record.

IMPROVEMENTS: Frame dwelling; 5 rooms and bath; hot-air, oil heat; car port.

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

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

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

FILED
1959 JUN 30 AM 10:03

I hereby certify that I have this 27th day of June, 1959, sold the within described property to The Augusta Building and Loan Association, Inc. at and for the sum of Ten Thousand Dollars ($10,000.00), - - - - - - - - - - - - - - - - it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that The Augusta Building and Loan Association Inc., - - - - - - - - - has on this 27th day of June, 1959, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Ten Thousand Dollars ($10,000.00) - - - - - - - - - - - - - - - - - and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

THE AUGUSTA BUILDING & LOAN ASSOCIATION INC

BY
WILLIAM C ROGERS, ATTORNEY FOR THE AUGUSTA BUILDING & LOAN ASSOCIATION, INC.

FILED
1959 JUN 30 AM 10:03

10

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
ERNEST S. EYLER and ESTELLE	*	ANNE ARUNDEL COUNTY
E. EYLER, his wife	*	In Equity

****

Equity No. 13,234

REPORT OF SALE

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

Attorney's Sale

of Valuable Improved Fee Simple Property

I DUNBROOKE, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a Mortgage from Ernest S. Eyler and Estelle E. Eyler, his wife, to The Augusta Building and Loan Association, Inc., dated November 13, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1252, folio 110, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, June 27, 1959 at 11:00 A. M.

All that lot of ground with improvements thereon, said lot being known and designated as Lot No. (41), as shown on a Plat of DUNBROOKE, said Plat being duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 16. The improvements thereon being known as No. 485 Gladnor Road; the said lot has a frontage of 81.89 feet on said road with a depth therefrom of 153.55 feet. Being the same lot conveyed to said Mortgagors by Lawrence Cashman and wife, by deed dated November 13, 1958 and recorded in Liber GTC No. 1252, folio 108. Subject to the legal operation and effect of restrictions and pole agreements of record.

IMPROVEMENTS: Frame dwelling; 5 rooms and bath; hot air, oil heat; car port.

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

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

ju-26

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

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property known as 485 Gladnor Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, June 27, 1959 at 11:00 A.M. attend at the Court House Door, Church Circle, and then and there sold at public auction for the highest amount bid the Fee Simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto The Augusta Building and Loan Association, Inc., a body corporate, at and for the price of $10,000.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

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

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED

1959 JUN 30 AM 10:13

LIBER 120 PAGE 89

ORDER NISI

William C. Rogers, Attorney
Named in Mortgage

versus

Ernest S. Eyler and Estelle
E. Eyler, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,234 Equity

Ordered, this 30th day of June, 19 59, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $10,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 JUN 30 AM 10:03

TEST: _____ Clerk.

(Final Order)

William C. Rogers, Attorney
Named in Mortgage

versus

Ernest S. Eyler and Estelle
E. Eyler, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

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

12

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

Attorney's Sale

of Valuable Improved Fee Simple Property

IN DUNBROOKE, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a Mortgage from Ernest S. Eyler and Estelle E. Eyler, his wife, to The Augusta Building and Loan Association, Inc., dated November 13, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1252, folio 110, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday,
June 27, 1959
at 11:00 A. M.

All that lot of ground with improvements thereon, said lot being known and designated as Lot No. (41), as shown on a Plat of DUNBROOKE, said Plat being duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 16. The improvements thereon being known as No. 485 Gladnor Road; the said lot has a frontage of 81.89 feet on said road with a depth therefrom of 153.55 feet. Being the same lot conveyed to said Mortgagors by Lawrence Cashman and wife, by deed dated November 13, 1958 and recorded in Liber GTC No. 1252, folio 108. Subject to the legal operation and effect of restrictions and pole agreements of record.

IMPROVEMENTS: Frame dwelling; 5 rooms and bath; hot air, oil heat; car port.

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

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

Ju-26

LIBER 120 PAGE 90 OFFICE O

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1959

We hereby certify, that the annexed

Attorney's Sale

Ernest S. Eyler

13,234 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 27th day of June, 1959. The first insertion being made the 5th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUL 7 By [illegible]

13

LIBER 120 PAGE 91 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 13234

Ernest S. Eyler

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.

By Marie Tate

No. M. G. 9177 1959 JUL 29 PM 3:

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,234 Equity
WILLIAM C. ROGERS
Attorney named in Mortgage
versus
ERNEST S. EYLER and ESTELLE E. EYLER, his wife

Ordered, this 30th day of June, 1959. That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $10,000.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Jy-23

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Ernest S. Eyler
and
Estelle E. Eyler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,234 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.

August 19, 1959

51

LIBER 120 PAGE 93

Dr. William C. Rogers, Attorney named in Mortgage vs. Ernest S. Eyler and Estelle E. Eyler, his wife in ac.

To Attorney for Fee, viz:	300	00		
To Attorney for Commissions, viz:	332	04	632	04
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	12	81		
U.S. Casualty Co. - bond premium	48	00		
Robert H. Campbell - auctioneer's fee	35	00		
Lake Shore Realty Co. - new Yale locks, keys, etc, purchased from Jack's Key Service Supply	9	03		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Herbert C. Moore - notary fees	1	50	182	34
To The Augusta Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	9,279	90	9,279	90
			10,145	78
Amount of mortgage claim filed	11,660	42		
Cr. Amount allowed above	9,279	90		
Balance subject to decree in personam	2,380	52		

16

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

1959				
June	27	Proceeds of Sale	10,000 00	
		Interest on deferred payment of $9,500.00 - 1 month 13 days	68 05	10,068 05
		Refund 1959 State and County taxes - 6 months 3 days	77 73	77 73
				10,145 78

ORDER NISI LIBER 120 PAGE 95

William C. Rogers,
Attorney named in Mortgage
VERSUS
Ernest S. Eyler
and
Estelle E. Eyler, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,234 Equity.

ORDERED, This 27th 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 5th 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 5th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 6th day of October, 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.

1959 OCT 6 PM 2:29

D. Bowie Duckett
Judge

18

LIBER 120 PAGE 96 OFFICE C

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,234

Auditor Account

Ernest S. Eyler

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 OCT -2 PM 1:39

By M. Tilghman

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,234 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
ERNEST S. EYLER and ESTELLE E. EYLER, his wife

Ordered, this 27th 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 5th 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 5th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
8-17

No. M. G. 10938

IN THE MATTER OF THE TRUST ESTATE OF ERSHEL R. RANDOLPH and ORA DELLA RANDOLPH, his wife

NO. 15259 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

PETITION TO APPOINT SUBSTITUTE TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William Aronson and Mary Aronson, his wife, by Childs and Bald, their solicitors, respectfully represents unto your Honors:

1. That they are now the holders in due course of the deed of trust note which was conveyed by Sylvia Light, unmarried to Lilli K. Purdy together with deed of trust dated the 20th day of March, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 354, folio 245. A certified copy of said deed of trust attached hereto and marked "Petitioners Exhibit No. 1".

2. By virtue of mesne conveyances, the real estate which is the security for said note and subject of the deed of trust, is now vested in Ershel R. Randolph and Ora Della Randolph, his wife, and the payments provided for under said note and deed of trust are now in default.

3. It further appears that Donald U. Gunter, one of the Trustees, has been incarcerated, and Herman Miller, the other Trustee, not being a resident of the State of Maryland, is not available for purpose of executing the trust.

To the end that the debt may be liquidated, your Petitioners request This Honorable Court, pursuant to the provisions of Chapter 466 of the Acts of 1959, to appoint a Substitute Trustee to make sale under the power granted by the aforesaid deed of trust; said Trustee to exercise all the duties and powers conveyed to the Trustee named in the original instrument.

Respectfully Submitted,

William Aronson
William Aronson

Mary Aronson
Mary Aronson

CHILDS AND BALD
Attorneys for Petitioners

By: Eugene M. Childs
Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Telephone: Co.3-3004

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1959 JUN -1 PM 1:59

ORGANIZED 1809

THE NATIONAL BANK of WASHINGTON

Washington's Oldest Bank

WASHINGTON, D.C.

LIBERTY BRANCH
825-15TH STREET, N.W.
ROBERT W. CRANDALL
ASSISTANT VICE PRESIDENT

May 25, 1959

Childs and Bald
192 Duke of Gloucester Street
P. O. Box 502
Annapolis, Maryland

Gentlemen:

We hold for collection a first deed of trust note dated March 20, 1946, in the original amount of $3,500.00 secured by lots 9 and 10, block 51, North Beach Park, Maryland, and signed by Sylvia Light. This note was assumed by Ershel R. and Ora Randolph.

The balance of this note is $683.04 with interest at 6% from September 20, 1958 to date it is paid. The interest as of June 20, 1959, being $30.74. According to our records the last payment was made September 23, 1958.

Very truly yours,

Robert W. Crandall

Assistant Vice President

I certify that I am the owner of the above described note and have received no payment since September 23, 1958.

Mary Aronson

Subscribed and sworn to this 25th day of May, 1959.

Notary

My Commission Expires January 31, 1960

2

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that, on this 1st day of June, in the year 1959, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene M. Childs, Attorney, of the firm of Childs and Bald, Attorneys at Law, solicitors for the Petitioners in the aforegoing petition, and he did make oath in due form of law that the matters and facts set forth in aforegoing petition are true; further that he has personal knowledge of said matters and facts and is competent to so testify.

Witness my hand and seal Notarial.

Virginia Russell
Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

MD. STATE STAMP $3.50

THIS DEED Made this 20th day of March, A.D. 1946, by and between SYLVIA LIGHT, unmarried, of the District of Columbia party of the first part, and Herman Miller and Donald U. Gunter, both of the District of Columbia, as trustees, parties of the second part:

WHEREAS, the party of the first part is justly indebted unto LILLI M. PURDY in the full sum of Three Thousand Five Hundred and no/100 ($3500.00) Dollars being deferred purchased money for hereinafter described real estate for which amount the said Sylvia Light has executed, delivered, and made payable to the order of LILLI M. PURDY, her one certain promissory note of even date with these presents, with interest thereon, until paid, at the rate of six percentum per annum. Principal and interest thereon being payable in monthly instalments of Thirty-five and no/100 Dollars ($35.00) with the privilege of making larger payments in any amount on the __ day of each and every month after date until paid; each instalment when so paid to be applied first to the payment of the interest on the amount of principal remaining unpaid and the balance thereof to be credited to the reduction of the principal. Said note identified by notary public acknowledging these presents.

AND WHEREAS, the party of the first part desires 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 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 party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to her in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted, and does hereby grant unto the party of the second part the following described land and premises, situate in the County of ANNE ARUNDEL COUNTY State of Maryland, known and distinguished as All of lots numbered ten (10) in Block Fifty-one (51) in the development known as North Beach Park, a re-division of Holland Point Addition to North Beach, and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 85 folio 198. AND All of lot numbered nine (9) in Block Fifty-one (51) in the development known as North beach Park, a re-division of Holland Point Addition to North beach, recorded among the land record books of Anne Arundel County in Liber J.H.H. No. 194 folio 29. togetner with all the improvements in anywise

No. 13239 Equity

PETITIONERS EXHIBIT NO. 1

Filed June 1, 1959 at 1591 M

appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, HEREINAFTER declared; that is to say: IN TRUST to permit said _ 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 her or their sole use and benefit, until default be made in the payment of _ 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 party of the first part, her heirs, or assigns, at her or their cost.

AND UPON THE FURTHER TRUST, upon any default or failure being made in the payment of 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, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said part_ of the second part or the survivor of them or the trustee acting in the execution of this trust shall have the power and it shall be their or 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 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, 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 5 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 party of the first part, her successors, or 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 party of the first part does hereby agree at her 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 in the full sum of Thirty-five hundred and no/100 dollars, 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

J.H.H. No. 354

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 amount of the debt hereby secured.

AND the said party of the first part covenant that she will warrant specially the land and premises hereby conveyed, and that she will execute such further assurances of said land as may be requisite or necessary.

IN WITNESS WHEREOF, the said party of the first part has hereunto set _ hand and seal on the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of-

A. M. DRAIGNER

SYLVIA LIGHT (SEAL)

Dist of Columbia) ss.:

I HEREBY CERTIFY that on this Twenty First day of March 1946, before the subscriber, a Notary Public personally appeared Sylvia Light and did acknowledge the aforegoing Deed to be her act.

IN TESTIMONY WHEREOF, I have affixed my official seal this Twenty First day of March, A.D. 1946

ROBERT Y. TABLER
Com Exp 12/14/49

(Notarial Seal)

Recorded - 28th March 1946, at 10:10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber No. J. H. H. 354 Folio 245, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 28th day of May, A. D., 1959.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

7

LIBER 120 PAGE 104

IN THE MATTER OF THE
TRUST ESTATE OF
ERSHEL R. RANDOLPH and
ORA DELLA RANDOLPH, his
wife

NO. 13259 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

ORDER OF COURT

ORDERED, on the aforegoing petition and affidavit, by the Circuit Court for Anne Arundel County, in Equity, this 1st day of June, 1959, that Eugene M. Childs be, and he is hereby, appointed Substitute Trustee for the purpose of exercising all duties and powers conveyed to the Trustees, Herman Miller and Donald U. Gunter, under the terms of the original deed of trust.

Benjamin Michaelson
Judge

FILED
1959 JUN -2 AM 10:22

8

(Mortgagee's or Attorney's Bond)

LIBER 10 PAGE 5

LIBER 120 PAGE 105

No. 13,259 Equity

Know all Men by these Presents,

THAT WE Eugene M. Childs, Substitute Trustee

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 One thousand and 00/100 ($1,000.00) 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 2nd day of June in the year nineteen hundred and fifty-nine

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from foreclosure of Deed of Trust of Ershel R. Randolph and Ora Della Randolph his wife - Deed of Trust by and between Sylvia Light, unmarried to and Herman Miller and Donald U. Gunter bearing date the 20th day of March nineteen hundred and forty-six and recorded among the land records of Anne Arundel County, Maryland (.....) in Liber JHH No. 354 Folio 245 and being lots 10 in Block 51, North Beach Park, AND Lot No. 9, Block 51, North Beach Park.

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 Jarrell

Betty Lee Hanford

Bond approved this 3rd day of June 1959

George T. Cromwell Clerk

Eugene M. Childs [SEAL]

Eugene M. Childs

[SEAL]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By Philip Richebourg Attorney-in-fact [SEAL]

Philip Richebourg

FILED

1959 JUN -3 AM 11:32

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

9

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 30th day of June, 1959, sold the Ershel R. Randolph and wife property, known as Lots 9 and 10, and improvements, Block 51, North Beach Park, a Redivision of Holland Point Addition to North Beach, as shown on plat of North Beach Park, recorded among the Plat Records of Anne Arundel County in Plat Book 3, page 26, to

ERSHEL R. RANDOLPH AND ORA DELLA RANDOLPH

at and for the sum of ELEVEN HUNDRED DOLLARS ($1,100.00) (they, ~~he, she, it~~) being, at that figure, the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

PURCHASERS' AGREEMENT

(~~I~~ We) hereby certify that (~~I~~, We) ERSHEL R. RANDOLPH AND ORA DELLA RANDOLPH

~~of~~

on this 30th day of June, 1959, purchased the above described property from Eugene M. Childs, Substitute Trustee, at and for the sum of ELEVEN HUNDRED DOLLARS ($1,100.00) and (~~I~~, We) hereby agree to comply with the terms of sale as set forth in the advertisement of said sale. We also further certify that said sale was fairly made.

Ershel R. Randolph

Ora Della Randolph

HILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1959 JUL -2 AM 11:21

10

IN THE MATTER OF THE TRUST ESTATE OF ERSHEL R. RANDOLPH and ORA DELLA RANDOLPH, his wife

NO. 13,259 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene M. Childs, Substitute Trustee for the purpose of foreclosure in these proceedings, respectfully shows:

That, under and by virtue of power of sale contained in deed of trust from Sylvia Light, Unmarried, to Herman Miller and Donald U. Gunter, Trustees, dated 20 March 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 354, folio 245, said Substitute Trustee, after having given due notice of the time, place and manner and terms of sale, by advertisement in the Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland, and after having complied with all other requisites of the law for such cases made and provided, he did offer the property described in these proceedings at public auction at the Court House Door, on Tuesday, 30 June, 1959, at eleven o'clock, A.M., and then and there sold the same to ERSHEL R. RANDOLPH and ORA DELLA RANDOLPH, his wife, at and for the sum of ELEVEN HUNDRED DOLLARS ($1,100.00), they being then and there the highest bidders for said property, known and designated as Lots 9 and 10 and improvements, Block 51, North Beach Park, a Redivision of Holland Point Addition to North Beach, as shown on plat of North Beach Park, recorded among the Plat Records of Anne Arundel County in Plat Book 3, page 26.

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

Respectfully submitted,

Eugene M. Childs, Substitute Trustee

Eugene M. Childs, Substitute Trustee

FILED
1959 JUL -2 AM 9:49

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of June, 1959, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene M. Childs, Substitute Trustee, for the purpose of foreclosure in these proceedings, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true, and that said sale was fairly made.

Witness my hand and seal Notarial.

Virginia Russell
Notary Public
Virginia Russell

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

12

LIBER 120 PAGE 109

ORDER NISI

In The Matter of The Trust Estate of Ershel R. Randolph and Ora Della Randolph, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,259 Equity

Ordered, this 2nd day of July, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Eugene M. Childs, Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

The report states that the amount of sale was $1,100.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 JUL 2 AM 9:49

TEST: Clerk.

(Final Order)

In The Matter of The Trust Estate of Ershel R. Randolph and Ora Della Randolph, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of August, 19 59 that the sale made and reported by the Substitute 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 Substitute Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 AUG 11 PM 1:41

13

LIBER 120 PAGE 110 OFFIC OF

Legal Notice

CHILDS and BALD
Attorneys At Law
192 Duke of Gloucester Street
Annapolis, Maryland

Substitute Trustee's Sale

of

Residential Property

LOCATED IN NORTH BEACH PARK, EIGHTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

WHEREAS, By virtue of a decree, dated 1 June 1959, issued out of the Circuit Court of Anne Arundel County in a cause known as No. 13,259 Equity, entitled "In the Matter of the Trust Estate of Ershel R. Randolph and Ora Della Randolph, his wife", Eugene M. Childs was appointed Substitute Trustee for the purpose of exercising the powers originally granted to Herman Miller and Donald U. Gunter, Trustees, by a certain deed of trust from Sylvia Light, Unmarried, dated 20 March 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 354, folio 245, and,

WHEREAS, Default having occurred in the payments as provided in said deed of trust, the said Substitute Trustee will sell at public auction at the Court House Door in the City of Annapolis, Maryland, on

Tuesday, 30 June 1959 at Eleven o'clock A.M. Eastern Daylight Saving Time

ALL THOSE lots, pieces or parcels of ground situate, lying, and being in the Eighth Election District, Anne Arundel County, Maryland, being known and designated as Lots 9 and 10, Block 51, North Beach Park, a Redivision of Holland Point Addition to North Beach, as shown on plat of North Beach Park, recorded among the Plat Records of Anne Arundel County in Plat Book 3, page 26.

BEING the same property which was conveyed to Ershel R. Randolph and Ora Della Randolph, his wife, by A. M. Draisner, Widower, by deed dated July 2, 1949, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 530, folio 108.

THIS PROPERTY IS IMPROVED by a two-story frame, composition roof dwelling consisting of three bedrooms and bath on second floor, living room, dining room and kitchen on first floor, screened front and back porches, garage and utility room. Said improvements situate two blocks from waterfront and community beach.

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

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

EUGENE M. CHILDS,
Substitute Trustee
192 Duke of Gloucester Street,
Annapolis, Maryland.
Telephone: CO. 3-2181

Auctioneer:
George W. Scible.

ju-25

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1959

We hereby certify, that the annexed

Substitute Trustee's Sale Eq. 13,259

Ershel R. Randolph

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 June, 1959. The first insertion being made the 4th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 JUL By [illegible]

14

LIBER 120 PAGE 111 OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,259 Equity

In the Matter of The Trust Estate of

ERSHEL R. RANDOLPH and ORA DELLA RANDOLPH, his wife

Ordered, this 2nd day of July, 1959, that the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs. Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

The report states that the amount of sale was $1,100.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Jy-27,

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 10, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,259

Ershel R. Randolph

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of August, 1959. The first insertion being made the 6th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. ---------- 1959 AUG 11 [illegible] By H. Tilghman

15

LIBER 120 PAGE 112

In the Case of

In the Matter of the
Trust Estate
of
~~vs.~~
Ershel R. Randolph
and
Ora Della Randolph, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,259 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.

August 27, 1959

Dr. In the Matter of the Trust Estate of Ershel R. Randolph and Ora Della Randolph, his wife — in ac.

To Trustee for Commissions, viz:	55 35		55 35
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	28 00		
Auditor - stating this account	13 50		51 50
To Trustee for Expenses, viz:			
Capital-Gazette Press - advertising sale	65 00		
Capital-Gazette Press - order nisi (sale)	15 00		
Capital-Gazette Press - order nisi (acct)	12 00		
Hartford Accident & Indemnity Co. - bond premium	10 00		
Robert H. Campbell - auctioneer's fee	25 00		
Clerk of Court - photostatic copy deed of trust	3 00		
One-half Federal documentary stamps	83		
One-half State documentary stamps	1 65		
Virginia M. Russell - notary fee	50		132 98
To William Aronson and Mary Aronson, his wife, holders of the deed of trust filed in these proceedings - in full for claim filed			
Balance principal $683.04			
Interest from 9/20/58 to 6/30/59 31.87	714 91		714 91
To Ershel R. Randolph and Ora Della Randolph, his wife, owners of the property described in said deed of trust - this balance	210 99		210 99
			1,165 73

17

with Eugene M. Childs, Trustee Cr.

1959							
June	30	Proceeds of Sale		1,100	00		
		Interest on deferred payment of $990.00 to 8/12/59		6	93	1,106	93
		Refund 1959 State and County taxes ($117.52) - 6 months		58	80	58	80
						1,165	73

ORDER NISI LIBER 120 PAGE 115

In the Matter of the Trust Estate

of

~~VERSUS~~

Ershel R. Randolph

and

Ora Della Randolph, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,259 Equity.

ORDERED, This 31st 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 5th 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 5th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of October, 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.

O. Bruce Duckett

1959 OCT -6 11 22

Judge

19

LIBER 120 PAGE 116

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,259 Equity
In The Matter of the Trust Estate of
ERSHEL R. RANDOLPH
and
ORA DELLA RANDOLPH, his wife

Ordered, this 31st 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 5th 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 5th day of October next.

GEORGE T. CROMWELL, Clerk.
True Copy: TEST
GEORGE T. CROMWELL, Clerk
s-17

FILED

No. M.G. -OCT--5--11-2:05

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,259.
Auditor Account
Ershel R. Randolph

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 5th day of October, 1959. The first insertion being made the 3rd day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

20

Frank B. Marshall, Jr.
3 Luna Lane
Round Bay
Severna Park, Maryland

And

Ruth Thompson Marshall
3 Luna Lane
Round Bay
Severna Park, Maryland

Petitioners

VS.

Matilde Held
409 Laurel Road
Round Bay
Severna Park, Maryland

And

Daniel W. Johns
401 Laurel Road
Round Bay
Severna Park, Maryland

And

Ellen N. Johns
401 Laurel Road
Round Bay
Severna Park, Maryland

And

Theodore G. Haff
405 Laurel Road
Round Bay
Severna Park, Maryland

And

Dorothy C. Haff
405 Laurel Road
Round Bay
Severna Park, Maryland

And

Marie Veditz
1020 N. Calvert Street
Baltimore 2, Maryland

And

Capital City Building & Loan Association
124 South Street
Annapolis, Maryland

And

The Savings Bank of Baltimore
Baltimore & Charles Streets
Baltimore, Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

12,903 Equity

FILED

1958 OCT 11 AM 10:23

PETITION FOR DECLARATORY JUDGMENT

TO THE HONORABLE THE JUDGE OF SAID COURT:

Your Petitioners Frank B. Marshall, Jr., and Ruth Thompson Marshall, his wife, by Robert F. Podlich and John Wesley Smith their solicitors, respectfully represents unto Your Honor:

1. That your Petitioners Frank B. Marshall, Jr., and Ruth Thompson Marshall, his wife, are owners of record of lots #9 and #10 as shown on the Plat of Round Bay on the Severn in the third district of Anne Arundel County, Maryland, recorded among the Land Records of Anne Arundel County in Plat Book 12, Folio 28 having acquired said land on the 27th day of December, 1957 from Nelle E. Gardner, widow, by deed recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1177 Folio 158; and,

2. That the owner of record of lots #11 and #12 as shown on the aforesaid Plat is Matilde Held having acquired said property under deed dated October 16, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1161 Folio 171 said interest being subject, as to a one half interest therein, to a remainder held by Marie Veditz; and,

3. That the owners of record of lots numbers 3, 4 and 5 are Daniel W. Johns and Ellen N. Johns, his wife, having acquired said property by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 654 Folio 488, said lots being subject to two mortgages held by the Capital City Building & Loan Association, a Maryland corporation, the first of said mortgages dated June 11, 1955 recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 935 Folio 217 and the second of said mortgages dated November 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 977 Folio 555; and,

4. That the owners of record of lots numbers 6, 7 and 8 as shown on the aforesaid Plat are Theodore G. Haff and Dorothy C. Haff, his wife, having acquired said land by deed dated November 10, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.

No. 881 Folio 503 said lots being subject to a mortgage held by The Savings Bank of Baltimore, dated November 10, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 880 Folio 39; and,

5. That the above parties are all the parties in interest in lots three to eleven on said Plat and are the only parties whose interest would be affected by the prayed for Declaratory Judgment; and,

6. That on the Plat referred to above, each of the lots from three through eleven inclusive is indicated to be fifty feet (50') in width; and,

7. That the measurements indicated on said Plat for the lot frontages on Annapolis Boulevard (now known as Laurel Road) do not agree with the designation of fifty foot (50') lots; and,

8. That because of this conflict on said Plat, antagonistic claims are present between the parties named herein, which can only lead to inevitable litigation and while your Petitioners feel and therefore aver that the designation of fifty foot (50') lots should be controlling, this, however, has been challenged by one or more of the defendant parties in interest and your Petitioners feel that the granting of a Declaratory Judgment resolving the rights of the parties hereto would terminate the uncertainty and controversy arising from the interpretation of said Plat.

WHEREFORE YOUR PETITIONERS PRAY:

(a) That this Honorable Court construe and determine the dimensions of lots numbers three through twelve as shown on Plat of Round Bay on the Severn in the third district of Anne Arundel County, Maryland, recorded among the Land Records of Anne Arundel County in Plat Book 12, Folio 28.

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(b) For such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Frank B. Marshall, Jr.

Frank B. Marshall, Jr.

Ruth Thompson Marshall

Ruth Thompson Marshall

John Wesley Smith, Attorney

Robert F. Podlich, Attorney
301 Meyerhoff Building
Baltimore 1, Maryland
PLaza 2-2850

Frank B. Marshall, Jr.
3 Luna Lane
Round Bay
Severna Park, Maryland

And

Ruth Thompson Marshall
3 Luna Lane
Round Bay
Severna Park, Maryland

Petitioners

VS.

Matilde Held
409 Laurel Road
Round Bay
Severna Park, Maryland

And

Daniel W. Johns
401 Laurel Road
Round Bay
Severna Park, Maryland

And

Ellen N. Johns
401 Laurel Road
Round Bay
Severna Park, Maryland

And

Theodore G. Haff
405 Laurel Road
Round Bay
Severna Park, Maryland

And

Dorothy C. Haff
405 Laurel Road
Round Bay
Severna Park, Maryland

And

Marie Veditz
1020 N. Calvert Street
Baltimore 2, Maryland

And

Capital City Building & Loan Association
124 South Street
Annapolis, Maryland

And

The Savings Bank of Baltimore
Baltimore & Charles Streets
Baltimore, Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

FILED

1959 OCT 10 AM 10:07

5

STIPULATION AND CONSENT TO PASSAGE OF ORDER

The below named, being the Petitioners and all of the parties defendant in the above cause do hereby stipulate and agree that the plat of lots three through twelve of Round Bay on the Severn in the third district of Anne Arundel County, Maryland, which is attached to and made a part of this stipulation, correctly resolves any conflict which has arisen or might have arisen in interpretation of the Plat of Round Bay on the Severn, recorded among the Land Records of Anne Arundel County in Plat Book 12, folio 28, and that this attached plat is accepted as the true and accurate description of said lots as said lots were intended to be described on the Recorded Plat, and that all parties hereto consent to the passage by this Honorable Court of the Order hereinafter set forth, affirming, accepting and ratifying the above.

As witnessed our hands and seals this 2ND day of OCTOBER 1959.

Attest: Robert H. Poddick — Frank B. Marshall, Jr. (SEAL)
Frank B. Marshall, Jr.

Attest: Robert H. Poddick — Ruth Thomson Marshall (SEAL)
Ruth Thomson Marshall

Attest: John S. Conn Jr. — Matilda Held (SEAL)
Matilde Held

Attest: Robert H. Poddick — Daniel W. Johns (SEAL)
Daniel W. Johns

Attest: Robert H. Poddick — Ellen N. Johns (SEAL)
Ellen N. Johns

Attest: Robert H. Poddick — Theodore G. Haff (SEAL)
Theodore G. Haff

Attest: Robert H. Poddick — Dorothy C. Haff (SEAL)
Dorothy C. Haff

Attest: William A. Lee

Marie Veditz (SEAL)
Marie Veditz

Attest:

Joseph H. Grossman (SEAL)
Capital City Building & Loan Assoc.

Attest:

Frank A. Vavrina, Ass't Treas.

(SEAL)
The Savings Bank of Baltimore
William A. Beasman, Jr. Vice Pres.

(SEAL)
Louis M. Strauss, Attorney for
Daniel & Ellen Johns & Capital
City Building & Loan Assoc.

Charles T. Albert (SEAL)
Charles T. Albert, Attorney for
The Savings Bank of Baltimore

(SEAL)
John G. Rouse, Jr., Attorney for
Matilde Held and Marie Veditz

Robert F. Podlich (SEAL)
Robert F. Podlich, Attorney
Co-counsel for
Frank B. Marshall & Ruth T. Marshall

(SEAL)
John Wesley Smith, Attorney
Co-counsel for
Frank B. Marshall & Ruth T. Marshall

7

STATE OF MARYLAND,

CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on the 2nd day of October 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, aforesaid, personally appeared William A. Beasman, Jr. the Vice President of The Savings Bank Of Baltimore and he acknowledged the foregoing stipulation to be the act and deed of said body corporate.

WITNESS my hand and Notarial Seal.

Mary A. Bailey
Notary Public

MARY A. BAILEY NOTARY PUBLIC BALTIMORE, MD.

STATE OF MARYLAND,

Anne Arundel County, to wit:

I HEREBY CERTIFY, that on the 24th day of September 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 Anne Arundel County, aforesaid, personally appeared Joseph H. Griscom, Sr. the President of Capital City Building & Loan Association and he acknowledged the foregoing stipulation to be the act and deed of said body corporate.

WITNESS my hand and Notarial Seal.

Vera M. Kelly
Vera M. Kelly Notary Public

My Commission Expires May 1, 1961

STATE OF MARYLAND,

City of Baltimore, to wit:

I HEREBY CERTIFY, that on the 29TH day of September 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 Balto City, aforesaid, personally appeared MARIE VEDITZ and she acknowledged the foregoing stipulation to be her act and deed.

WITNESS my hand and Notarial Seal.

William A. Perry
Notary Public

STATE OF MARYLAND,

BALTO. CITY, to wit:

I HEREBY CERTIFY, that on the 19TH day of SEPTEMBER 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, aforesaid, personally appeared THEODORE G. HAFF and DOROTHY C. HAFF, his wife, and they acknowledged the foregoing stipulation to be their act and deed.

WITNESS my hand and Notarial Seal.

Robert F. Podlich
NOTARY PUBLIC
ROBERT F. PODLICH

STATE OF MARYLAND,

BALTO. CITY, to wit:

I HEREBY CERTIFY, that on the 19TH day of SEPTEMBER 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, aforesaid, personally appeared FRANK B. MARSHALL, JR., and RUTH THOMPSON MARSHALL, his wife, and they acknowledged the foregoing Stipulation to be their act and deed.

WITNESS my hand and Notarial Seal.

Robert F. Podlich
ROBERT F. PODLICH Notary Public

STATE OF MARYLAND,

Anne Arundel County, to wit:

I HEREBY CERTIFY, that on the 28TH day of September 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 Anne Arundel County, aforesaid, personally appeared MATILDE HELD, and she acknowledged the foregoing stipulation to be her act and deed.

WITNESS my hand and Notarial Seal.

Sylvia L. Marston
NOTARY PUBLIC

STATE OF MARYLAND,

BALTO. CITY, to wit:

I HEREBY CERTIFY, that on the 19TH day of SEPTEMBER 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, aforesaid, personally appeared DANIEL W. JOHNS and ELLEN N. JOHNS' his wife., and they acknowledged the foregoing stipulation to be their act and deed.

WITNESS my hand and Notarial Seal.

Robert F. Podlich

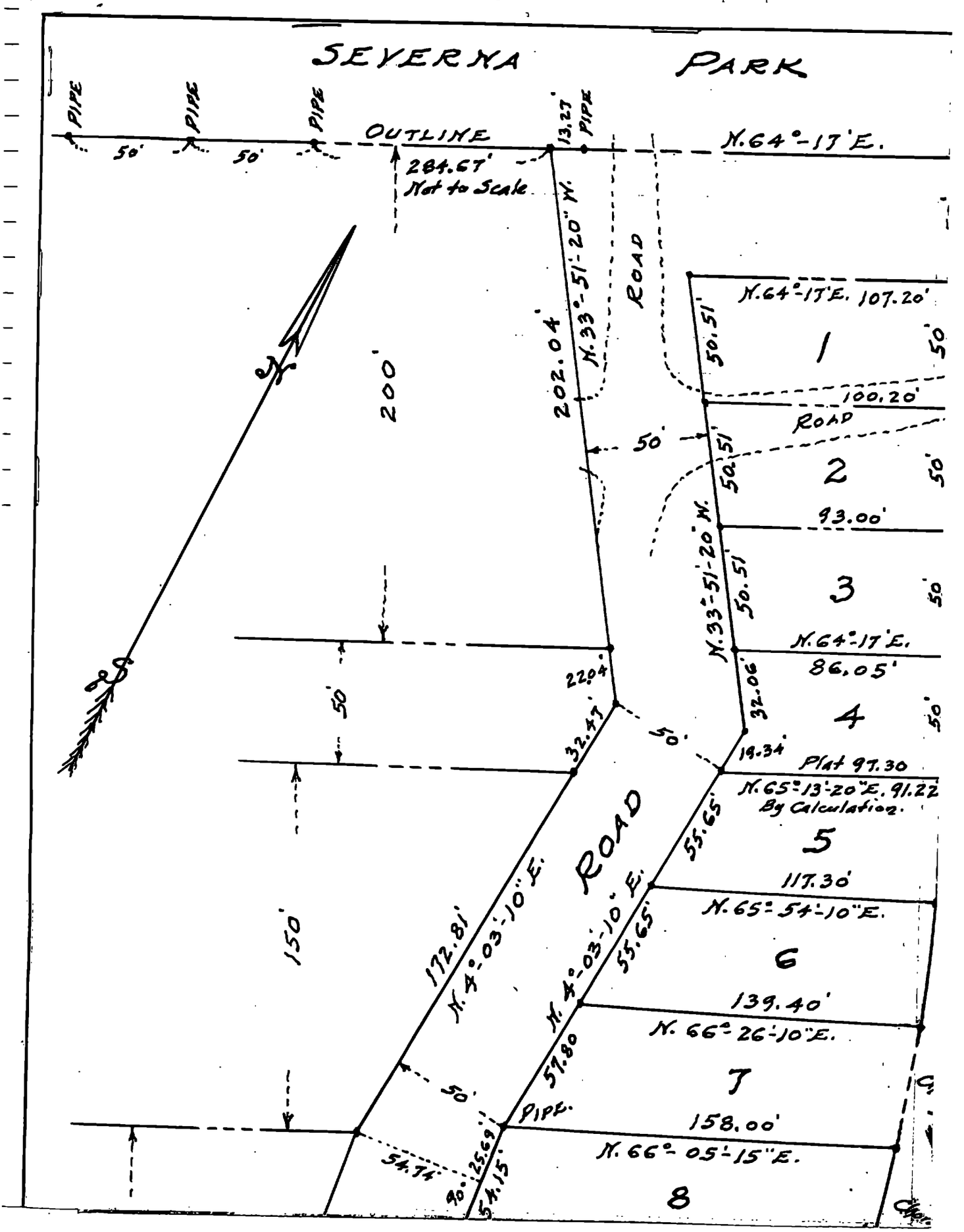
ROBERT F. PODLICH NOTARY PUBLIC

12

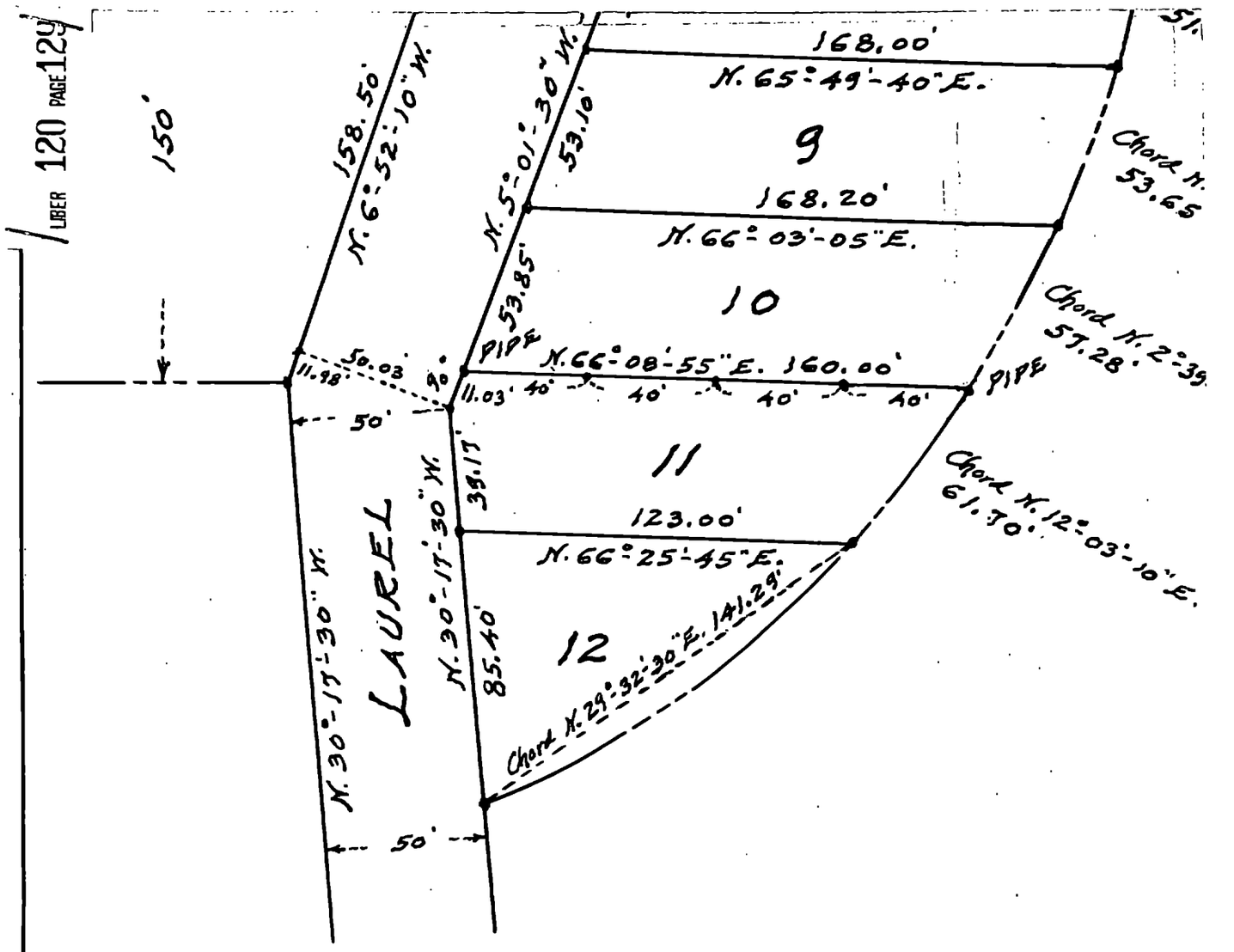
14

12,903 Equity

LIBER 120 PAGE 128



LIBER 120 PAGE 129

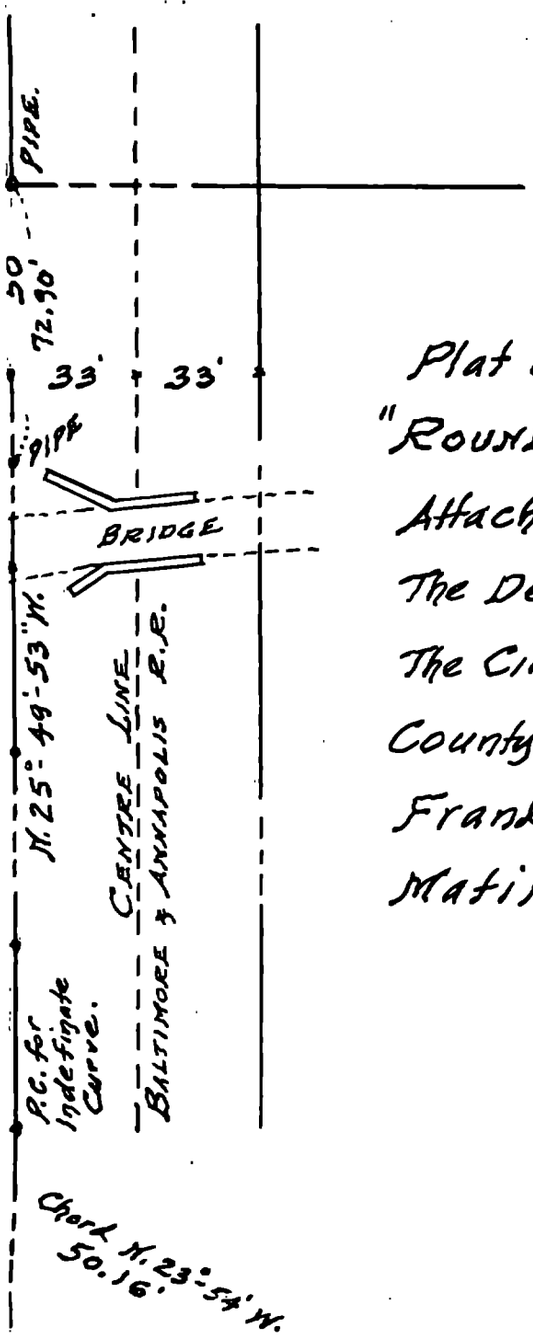


Scale = 40 feet to one inch
S. J. Martenet & Co.
Surveyors & Civil Engr's.
Baltimore, August 17-1959
By Howard D. Tustin, Reg. #186

NOTE ...
S.J. Mart
of Annap
discrep
"Round E
Land R
in Plat

SIGNED = S.J. Mar
By Howard D. Tu

J.R.McC
John



Plat of Lots 3 through 12 of "ROUND BAY ON THE SEVERN" Attached to, and Made a Part of The Decree entered in a Cause in The Circuit Court for Anne Arundel County in Equity (#12903) entitled Frank B. Marshall, Jr. et al, versus Matilda Held, et al.

Owners of Lots 3-4-5

Daniel M. Johns

Daniel M. Johns

Ellen M. Johns

Ellen M. Johns

Owners of Lots 6-7-8

Mortgagee of Lots 3-4-5

Capital City Building & Loan Ass'n

By Joseph H. Griscom

JOSEPH H. GRISCOM - SECRETARY

Mortgagee of Lots 6-7-8

The Savings Bank of Baltimore

By William A. Bergman

WILLIAM A. BERGMAN, JR.
VICE-PRES.

N. 15°-26'-10" W.
04.

Theodore G. Haff
Theodore G. Haff

Dorothy C. Haff
Dorothy C. Haff

BER 120 PAGE 131

-15°-29'-20" W.
.

Owners of Lots 9-10

Frank B. Marshall Jr.
Frank B. Marshall, Jr.

Ruth Thompson Marshall
Ruth Thompson Marshall

Owners of Lots 11-12

Matilda Held
Matilda Held

Marie Veditz
Marie Veditz.

:50' E.

This Plat has been prepared by the Offices of
enet & Co. of Baltimore, and of J. R. McCrone Jr. Inc.
olis, for the purpose of correcting certain obvious
ancies of detail, as shown on the Plat of
BAY ON THE SEVERN" recorded among the
Records of Anne Arundel County, Maryland
Book No. 12, Folio 28.

enet & Co.
stin, Reg. #186
9-17-1959
RONE JR. INC.
J. Latham Reg. 2689
9-18-1959

ORDER

The within cause having been submitted on agreed upon facts by stipulation with consent to passage of decree of all parties hereto, it is ORDERED by the Circuit Court for Anne Arundel County, in equity, this 13th day of October, 1959, that the plat of lots three through twelve of Round Bay on the Severn in the third district of Anne Arundel County, Maryland which plat is a part of the stipulation entered into herein, correctly resolves any conflict which has arisen or might have arisen in interpretation of the plat of Round Bay on the Severn, recorded among the Land Records of Anne Arundel County in Plat Book 12, Folio 28, and that the plat filed with said stipulation is accepted as the true and accurate description of said lots as said lots were intended to be described on said recorded plat. It is further directed that the Clerk of this Court have the plat which has been filed with said stipulation ~~recorded~~ INDEXED among the Land Records of Anne Arundel County.

Matthew S. Crane
JUDGE

1959 OCT 13 [illegible] 3:[illegible]

19

PETITION FOR FORECLOSURE

LIBER 120 PAGE 133

SUMNER G. WHITTIER, as Administrator
of Veterans Affairs
Calvert Building
Baltimore 2, Maryland

VS.

JAMES O LAYTON and
JANE E. LAYTON, his wife
12 Harmony Avenue
Belvedere Heights, Arnold, Maryland

IN THE

CIRCUIT COURT

~~XXXX~~ FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 13,267

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 13th **day of** December **A. D.** 1957 **the defendant executed and delivered to** H. V. HIGLEY, the then Administrator of Veterans Affairs **a mortgage upon certain** lease-hold **property in the** ~~City of Baltimore~~ ANNE ARUNDEL COUNTY **therein described, to secure the payment of the mortgage debt of $** 9,600.00 **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.** Default in said mortgage has now occurred.

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.

James W. Blackhurst

James W. Blackhurst
One Central Avenue, S.W.
Glen Burnie, Maryland
Attorney for Plaintiff

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

LIBER 120 PAGE 134

SUMNER G. WHITTIER, as Administrator of Veterans Affairs
Calvert Building
Baltimore 2, Maryland

vs.

JAMES O. LAYTON and
JANE E. LAYTON, his wife
12 Harmony Avenue
Belvedere Heights, Arnold, Maryland

IN THE

CIRCUIT COURT

FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 13,267

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

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ COUNTY, personally appeared C. F. DOWNES

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

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

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

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

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

C. F. Downes
Affiant.

Subscribed and sworn to before me this 8th day of June 19 59

GRAFTON LEE BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Notary Public
Grafton Lee Brown, Jr.

2

STATEMENT OF MORTGAC CLAIM

SUMNER G. WHITTIER

Administrator of Veterans Affairs

vs.

JAMES O. LAYTON and
JANE E. LAYTON, his wife
12 Harmony Avenue
Belvedere Heights, Arnold, Maryland

IN THE

CIRCUIT COURT

LIBER FOR 120 PAGE 135

ANNE ARUNDEL COUNTY

Equity No. 13,267

STATEMENT OF MORTGAGE DEBT

Original loan amount		9600.00
Amount paid on principal		54.42
Principal balance		9545.58
t & I account - credit balance		-
Balance		9545.58
Accrued interest to 5/15/59		239.86
Total principal and interest to 5/15/59		9785.44

Interest accrues @ 5% per annum from 5/16/59

Daily Interest Accrual 1.3257

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct.

I HEREBY CERTIFY, That on this 8th day of June in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said COUNTY personally appeared Frank C. McHenry, Loan Guaranty Officer, acting for and on behalf of

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

GRAFTON LEE BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO., MD.

As witness my hand and Notarial Seal.

Grafton Lee Brown, Jr. *Notary Public.*

3

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 120 PAGE 136
LIBER 1175 PAGE 12

SA-AA-13
MARYLAND

Surety No. 13,267

MORTGAGE

THIS MORTGAGE, made this 13th day of December, A. D. 1957, by and between

JAMES O. LAYTON and JANE E. LAYTON, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and H.V. HIGLEY, as Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D.C., and his successors in such office as such, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND SIX HUNDRED - - - - - - - - - - - - - - -00/100 Dollars ($ 9600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five per centum (5 %) per annum until paid, principal and interest being payable at the office of Veterans Administration, Regional Office, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-one - 13- - - - - - - - - - - - - - - - 54/100 Dollars ($ 51.54), commencing on the ~~first~~ 1st day of January, 19 58, and continuing on the ~~first~~ 1st 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~~ 1st day of December, 19 87. 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. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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. 3, as shown on the Plat of Belvedere Heights Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4 Rod G-8 Plat No. 7. Situate on the west side of Harmony Avenue.

BEING the same lot of ground conveyed by Deed dated December 13, 1957, from the Mortgagee to the Mortgagor herein and recorded among the Land Records of Anne Arundel County prior hereto.

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

16—63890-6

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its his ~~successors and assigns~~ personal representatives and assigns, subject to the payment of an annual rent of Eighty-four Dollars ($84.00) payable half-yearly on the 2nd days of March and September in each and every year.

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

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

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

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four five 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 Wilbur F. Coyle, Jr., or Milton M. Hackerman, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

LIBER 1175 PAGE 14

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.

[illegible]

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:

Grafton Lee Brown, Jr.

James O. Layton [SEAL]

Jane E. Layton [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: LIBER 1175 PAGE 16

I HEREBY CERTIFY, That on this 13th day of December, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES O. LAYTON and JANE E. LAYTON, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared C. W. Nixon, Loan Guaranty Officer the agent of the within [illegible], 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.

My commission expires May 4, 1959.

Grafton Lee Brown, Jr. *Notary Public.*

GRAFTON LEE BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Rec'd for record Dec 21, 1957 at 10:18 A.M.
Mailed to Chief Atty, Veterans Admin.

Rec'd for record Dec 21, 1957 at 10:18 A.M.
Mailed to Chief Atty, Veterans Admin.

STATE OF MARYLAND

1-B

Mortgage

FROM

JAMES O. LAYTON and
JANE E. LAYTON, his wife

TO

H. V. HIGLEY, as Administrator
of Veterans Affairs

Received for Record Dec 21 1957 at 10:18 o'clock A.M., and recorded in Liber 1175 Folio 15 &c., one of the Land Records of Anne Arundel County, and examined per

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 DEC 21 AM 10:18
& RECORDED IN LIBER GTC
NO. 1175 FOLIO 15
GEO. R. VEITH, CLK

Cost of Record, $ 1.50, Clerk.

Chief Attorney
Veterans Administration
Calvert Building
Baltimore 2, Maryland

DECREE FOR SALE OF MORTGAGE PREMISES

SUMNER G. WHITTIER, as Administrator
of Veterans Affairs
Calvert Building
Baltimore 2, Maryland

vs.

JAMES O. LAYTON and
JANE E. LAYTON, his wife
12 Harmony Avenue
Belvedere Heights, Arnold, Maryland

IN THE

CIRCUIT COURT

FOR

~~ANNE~~ LIBER 120 PAGE 140

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

County No. 73,267

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

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

It, is, Thereupon, This 9th day of June, in the year nineteen hundred and fifty-nine, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that JAMES W. BLACKHURST be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine Thousand Six Hundred ------- Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~Baltimore City~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged h trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Benjamin H. Richardson
JUDGE

FILED

1959 JUN -9 PM 3:24

8

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 10 PAGE 24

Equity No. 13,267

LIBER 120 PAGE 141

KNOW ALL MEN BY THESE PRESENTS:

That we, James W. Blackhurst, 1 Central Ave., Glen Burnie, Maryland 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 NINE THOUSAND SIX HUNDRED AND 00/100 ($9,600.00) - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10th day of June in the year of our Lord one thousand nine hundred and fifty-nine

WHEREAS, the above bounden James W. Blackhurst by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Sumner G. Whittier, as Administrator of Veterans Affairs

vs:

James O. Layton and wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden James W. Blackhurst

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

Signed, sealed and delivered in the presence of:

Grafton Lee Brown, Jr.

James W. Blackhurst (SEAL)

James W. Blackhurst

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. Anthony *As to Surety*

By E. V. Shockley *Attorney-in-Fact*

MD3116a—250. 12-58 151202
Trustee's Bond

FILED

1959 JUN 19 PM 2:08

Bond Filed and approved this 19th day of June 1959

George T. Cromwell, Clerk

REPORT OF SALE

SUMNER G. WHITTIER, as Administrator of Veterans Affairs
Calvert Building
Baltimore 2, Maryland

vs.

JAMES O. LAYTON and
JANE E. LAYTON, his wife
12 Harmony Avenue
Belvedere Heights, Arnold, Maryland

IN THE

LIBER 120 PAGE 142

CIRCUIT COURT

FOR

~~OR~~

Equity 13,267

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

The Report of Sale of James W. Blackhurst

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

the leasehold property known as 12 Harmony Avenue, Belvedere Heights

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 ~~daily~~ weekly newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 7th day of July 1959 at 11:30 a.m. o'clock ~~M.~~ attend on the premises and then and there sold the leasehold property known as 12 Harmony Avenue, Belvedere Heights and described in the attached advertisement of sale to Sumner G. Whittier, Administrator of Veterans Affairs, at and for the sum of Nine Thousand One Hundred Dollars ($9,100.00), cash upon ratification of sale, the said Sumner G. Whittier, Administrator of Veterans Affairs being the highest bidder therefor.

James W. Blackhurst

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 7th day of July 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James W. Blackhurst

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

FILED
1959 JUL -8 AM

As witness my hand and Notarial Seal,

GRAND LEE BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Notary Public.

10

JAMES W. BLACKHURST,
Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

Trustee's Sale

of Valuable Leasehold Property

known as
12 HARMONY AVENUE
BELVEDERE HEIGHTS,
ARNOLD

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered 13,267 Equity the undersigned Trustee will sell at Public Auction on the premises the leasehold property below described on

Tuesday, July 7, 1959
at 11:30 o'clock A.M.
(E.D.T.)

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 3, as shown on the Plat of Belevedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4, Rod G-8, Plat No. 7. Situate on the West side of Harmony Avenue. Subject to the payment of an annual ground rent of Eighty-four Dollars ($84.00).

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 any wise appertaining.

Improved by a one and one-half story frame bungalow, containing four rooms and bath, gas hot water radiant heat.

Taxes, Ground Rent, Anne Arundel County Sanitary charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to date of settlement.

JAMES W. BLACKHURST,
Trustee.

E. T. Newell & Co.
Auctioneers.

jy-2

ORDER NISI

LIBER 120 PAGE 144

Sumner G. Whittier, as Administrator of Veterans Affairs

versus

James O. Layton and

Jane E. Layton, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,267 Equity

Ordered, this 8th day of July, 19 59, That the sale of the Property in these proceedings mentioned made and reported by James W. Blackhurst, Trustee

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

The report states that the amount of sale was $ 9,100.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 JUL 8 AM 9:38

TEST: Clerk.

(Final Order)

Sumner G. Whittier, as Administrator of Veterans Affairs

versus

James O. Layton and

Jane E. Layton, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of August, 1959 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 AUG 19 AM 9:29

11

LIBER 120 PAGE 145

OFF' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13,267 Equity
SUMNER G. WHITTIER, as Administrator of Veterans Affairs
versus
JAMES O. LAYTON and
JANE E. LAYTON, his wife

Ordered, this 8th day of July, 1959, That the sale of the Property in these proceedings mentioned made and reported by James W. Blackhurst, Trustee Be RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $9.100.00

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 Sale Eq. 13,267 James O. Layton was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1959. The first insertion being made the 16th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 20069

12

In the Case of

LIBER 120 PAGE 146

Sumner G. Whittier, as
Administrator of Veterans Affairs
vs.
James O. Layton
and
Jane E. Layton, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,267 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 V. Tucker
Auditor.

August 31, 1959

FILED
1959 SEP -2 AM 11:10

B

Dr. Sumner G. Whittier, as Administrator of Veterans Affairs Vs. in ac.
James O. Layton and Jane E. Layton, his wife

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	303	00	353	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's Appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	12	07		
Fidelity & Deposit Co. of Md. - bond premium	38	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	5	23		
Grafton L. Brown - notary fees	1	50		
			152	96
To Trustee for Taxes and Sanitary Charges,viz:				
1959 State and County taxes ($130.07) - 6 months 7 days	67	52		
1959 water and sewer benefit charges ($26.31) - 6 months 7 days	13	65	81	17
To Trustee for Ground Rent, viz:				
Semi-annual ground rent of $42.00 due 9/2/59 - 4 months 5 days	29	17	29	17
To Sumner G. Whittier, Administrator of Veterans Affairs, mortgagee - this balance on account mortgage claim	8,432	20	8,432	20
			9,100	00
Amount of mortgage claim filed	9,785	44		
Interest from 5/15/59 to 7/7/59 - 53 days @ 1.3257 per day	70	26		
	9,855	70		
Cr. Amount allowed above	8,432	20		
Balance subject to decree in personam	1,423	50		

with James W. Blackhurst, Trustee Cr.

1959				
July	7	Proceeds of Sale	9,100 00	9,100 00
				9,100 00

ORDER NISI

LIBER 120 PAGE 149

Sumner G. Whittier, as
Administrator of Veterans Affairs
VERSUS
James O. Layton
and
Jane E. Layton, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,267 Equity.

ORDERED, This 2nd day of September, 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 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 13th day of October next.

George T. Cromwell, Clerk

1959 SEP -2 PM 1:13

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of October, 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 OCT 15 AM 10:57

O Bruce Duckett

16

LIBER 120 PAGE 150

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. 13,267 Equity

SUMNER G. WHITTIER, as administrator of Veterans Affairs
versus
JAMES O. LAYTON and
JANE O. LAYTON, his wife

Ordered, this 2nd day of September, 1959, That the Report and Accouot 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 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 13th day of October next.

GEORGE T. CROMWELL, Clerk
Tue Copy: TEST:
GEORGE T. CROMWELL, Clerk
s-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,267 Auditor Account.

James O. Layton.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of October, 1959. The first insertion being made the 10th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 OCT -2 PM 3:3

By H. Tilghman

No. M.G. 11110

17

LIBER 120 PAGE 151

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York Plaintiff	Docket ____ Folio ____ Case No. [illegible] Filed ____
Vs.	IN THE **CIRCUIT COURT** FOR
ROBERT FRANCIS ALLEN and HELEN T. ALLEN, his wife 11 Maryland Avenue, Cedarhurst Anne Arundel County, Maryland Defendants	~~BALTIMORE COUNTY, IN EQUITY~~ ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 12th day of April A.D. 1951 the defendants executed and delivered to Weaver Bros. Inc. of Maryland, 100 St. Paul Street, Baltimore 2, Maryland, a mortgage upon certain fee simple property in Baltimore County, therein described, to secure the payment of the mortgage debt of $ 7300.00 and interest as therein mentioned, xxxxxx which mortgage was on April 12, 1951 short assigned unto Metropolitan Life Insurance Company, 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

xxxxxxxxxxxxxxxxxx

FILED

1959 MAY 22 PM 12:27

MORTGAGE—(Maryland) BOOK 618 PAGE 75

REVIEWED BY LAW DIVISION MORTGAGE INVESTMENTS

LIBER 120 PAGE 152

THIS MORTGAGE, Made this 12th day of April in the year one thousand nine hundred and fifty-one, between ROBERT FRANCIS ALLEN and HELEN T. ALLEN, his wife of Anne Arundel County, State of Maryland, Mortgagor, and WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just sum of SEVEN THOUSAND THREE HUNDRED - - - - - - - - - - - - - - - - - - Dollars ($7,300.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest at the rate of four per centum (4%) per annum payable monthly in each year, until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith, and passed by the said Mortgagor unto the said Mortgagee for said principal debt of SEVEN THOUSAND THREE HUNDRED - Dollars ($7,300.00), due and payable as follows: Interest on the aforesaid sum of Seven Thousand Three Hundred - Dollars accounting from the date hereof to be paid on the first day of May 1951 and thereafter the sum of Forty-four and 23/100 - - - - - - - - - - - - - - Dollars on the first day of June, 1951 and the same amount on the first day of every month thereafter, up to and including the first day of May 1971, and the balance of principal and interest remaining unpaid shall be payable on the first day of June 1971 and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid principal at the rate of four (4%) per annum and any amount remaining after the payment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part of the purchase price for the property hereinafter described. That together with and in addition to the monthly payment of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges to become due on the mortgaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges as and when they become due and payable. Nothing herein contained however, shall prevent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office of the Mortgagee, O'Sullivan Building, Baltimore, Md., or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate.

And, Whereas, At the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, should be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of $1 the said Robert Francis Allen and Helen T. Allen, his wife, Mortgagor, does hereby grant, convey, transfer and assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, in fee simple, all the lots of ground situated in Anne Arundel County in the State of Maryland, and described as follows, viz.:

BEING known and designated as Lots Nos. 25, 26, 27 and 28, Block 3 on the Plat of Cedarhurst, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod L, Plat No. 7. The improvements thereon being known as No. 11 Maryland Avenue.

BEING the same property which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Ira V. Brewer, Jr. and wife to the within named Mortgagors, in fee simple.

Privilege is granted to pay the unpaid balance of the indebtedness in full at any time, or to make one or more additional principal payments in accordance with the amortization schedule, on the first day of any month.

In the event that any instalment shall become overdue for a period in excess of fifteen days, a late charge of two cents (2¢) for each dollar ($1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payments.

METROPOLITAN LIFE INSURANCE COMPANY :
New York 10, New York
: Plaintiff
vs.
ROBERT FRANCIS ALLEN and :
HELEN T. ALLEN, his wife
11 Maryland Avenue, Cedarhurst
Anne Arundel County, Md. :
Defendants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

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PETITIONER'S EXHIBIT No. 1

Privileges are granted (1) to make additional principal payments in multiples of $25.00 on any interest date, the total thus paid in any calendar year not to exceed $; (2) to make on or any interest date thereafter, additional principal payments in multiples of $25.00 without surrender charge or notice except that if the entire balance is to be paid days' written notice shall be given.

In the event of a bonafide sale or making of a bonafide installment contract for sale of the premises securing this loan, the privilege is granted to pay the entire balance of the loan or make an additional part payment thereof within 30 days after transfer of title or making of such contract, as the case may be with a surrender charge of % of the amount so paid as consideration, but the entire balance of the loan may not be thus paid unless the holder hereof shall have currently declined in writing to modify it to conform with, or to approve a new loan, on terms satisfactory to the purchaser.

Privilege is granted, if no default except as to two monthly payments on account of principal exists at the time written notice is given, to postpone to the maturity date herein specified two monthly payments on account of principal in each year after the third in which this loan shall have been in force at the time of postponement, the privilege, if not exercised in any such year, to be available in a subsequent year but the aggregate of payments postponed in the exercise of this privilge during the life of this loan shall not exceed twelve.

Together with the buildings, hereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage.

To have and to hold the said lot S of land, with the improvements and appurtenances aforesaid, unto the said Weaver Bros., Inc. of Maryland, its successors and assigns, in fee simple.

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

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

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (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 its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property.

And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of $50.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all

such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, its successors and assigns, the receipted bills thereof at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm, in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the events of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument include insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the holder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said Mortgagors have hereunto set their hand and seal, the day and year first herein written.

Witness Wm. A. Wagner
WM. A. WAGNER

Robert Francis Allen [L. S.]
Robert Francis Allen

Helen T. Allen [L. S.]
Helen T. Allen

STATE OF MARYLAND,
CITY OF BALTIMORE } ss.

I Hereby Certify that on this twelfth day of April, in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared ROBERT FRANCIS ALLEN and HELEN T. ALLEN, his wife, the within named Mortgagors, and acknowledged the foregoing Mortgage to be their act.

As Witness my hand and notarial seal:

Wm. A. Wagner
WM. A. WAGNER *Notary Public.*

NOTARY PUBLIC BALTIMORE, MD.

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STATE OF MARYLAND, OF

LIBER 120 PAGE 155

I Hereby Certify that on this day of in the year one thousand nine hundred and , before me, the subscriber, a Notary Public of the State of Maryland, in and for said , personally appeared , President of , and on behalf of the said Corporation did acknowledge the foregoing instrument to be the act and deed of said body corporate.

Witness my hand and notarial seal:

.....
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE ss.

BOOK 618 PAGE 78

I Hereby Certify that on this twelfth day of April, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of, personally appeared Roy E. Paddock, agent and made oath in due form of law that the consideration named in the aforegoing Mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the within named Mortgagee.

Witness my hand and notarial seal:

Wm. A. Wagner
Notary Public.

Recorded- 13th April, 1951, at 11:50 A.M. "O.P." WM. A. WAGNER

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 12th day of April 1951

Witness:

Carolyn H. Kemington

Carolyn H. Kemington

WEAVER BROS. INC. OF MARYLAND [SEAL]

By Roy E. Paddock

Roy E. Paddock, Ass't. Vice-Pres.

Recorded- 13th April, 1951, at 11:45 A.M. "O.P."

MORTGAGE

(MARYLAND)

FROM

ROBERT FRANCIS ALLEN and wife

TO

WEAVER BROS. INC. OF MARYLAND s/a

Metropolitan Life Insurance Co.

Received for Record April 13 1951 at 11-50 o'clock A.M. Same day recorded in Liber 618 No. 618 Folio 75 &c., one of the Land Records of Anne Arundel County and examined per

Cost of Record $

Clerk.

ML#G 50745
ANNE ARUNDEL COUNTY

App. No. 107946
Written by hw
Approved by
Ready for record

METROPOLITAN LIFE INSURANCE COMPANY :
1 Madison Avenue
New York 10, New York
Plaintiff

vs. :

ROBERT FRANCIS ALLEN and
HELEN T. ALLEN, his wife
11 Maryland Avenue, Cedarhurst
Anne Arundel County, Maryland :
Defendants

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 21st day of May, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN J. NEUBAUER 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 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) Catherine P. Bergner Notary Public

John J. Neubauer - Affiant

FILED

1959 MAY 22 PM 12:27

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METROPOLITAN LIFE INSURANCE COMPANY :
1 Madison Avenue
New York 10, New York
Plaintiff

vs.

ROBERT FRANCIS ALLEN and
HELEN T. ALLEN, his wife
11 Maryland Avenue, Cedarhurst
Anne Arundel County, Maryland
Defendants

LIBER 120 PAGE 157

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate, duly organized and existing under the Laws of the State of New York, under the mortgage from Robert Francis Allen and Helen T. Allen, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated the 12th day of April, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 618, folio 75, which mortgage was short assigned on April 12, 1951 unto Metropolitan Life Insurance Company.

Principal amount of mortgage	$ 7,300.00
Less payments made on account	2,356.79
Balance on principal	$ 4,943.21
PLUS deficit in Credit in expense account	11.52
Net balance on account of principal	$ 4,954.73
Interest to June 1, 1959	65.90
Balance due on principal and interest	$ 5,020.63

Daily interest is $ 1.51

METROPOLITAN LIFE INSURANCE COMPANY

BY: L. G. GILLAM
L. G. GILLAM THIRD Vice-President

1959 MAY 22 PM 12:27 FILED

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 20th day of May, in the year nineteen 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 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, State of New York
No. 31-0667700
Qualified in New York County
Commission Expires March 30, 1961

S. Frank Clouting
Notary Public

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Decree in Circuit Court for Anne Arundel County

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

ROBERT FRANCIS ALLEN and
HELEN T. ALLEN, his wife
11 Maryland Avenue, Cedarhurst
Anne Arundel County, Maryland
Defendants

DOCKET ____ FOLIO ____
CASE NO. 13,252 Equity
FILED ____

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY, IN EQUITY
TERM, 19____

LIBER 120 PAGE 158

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 23rd day of May 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 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 $5500.00 VB 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 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 heirs 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 23 AM 11:26

Matthew A. Crane
JUDGE

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Judicial 10—MARYLAND—TRUSTEE TO(LO

LIBER 10 PAGE 4

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY LIBER 120 PAGE 159

STATE OF MARYLAND

Metropolitan Life Insurance Company

versus

Robert Francis Allen and Helen T. Allen, his wife

BOND OF TRUSTEE TO SELL Real Estate

Equity No 13,252

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, Keyser Building, Baltimore 2, 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 Five Thousand Five Hundred and 00/100 - Dollars ($ 5,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 25th 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

Robert Francis Allen and Helen T. Allen, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer and Robert J. Neubauer do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)

Robert J. Neubauer (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

Bond Filed and Approved This 2nd day June 1959
George T. Cromwell, Clerk

FILED
1959 JUN -2 AM 10:06

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1M—12-58

LIBER 120 PAGE 160

REPORT OF SALE

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue, New York 10, New York
Plaintiff

VS.

ROBERT FRANCIS ALLEN and
HELEN T. ALLEN, his wife
11 Maryland Avenue, Cedarhurst,
Defendants

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY

[redacted]

Equity No. 13,252

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL [redacted] COUNTY:

The Report of Sale of John J. Neubauer and Robert J. Neubauer - - - - - - - Trustee s appointed by the decree in the above entitled cause to make sale of fee simple property situate in "Cedarhurst", Anne Arundel County, upon which the improvements thereon are known as No. 11 Maryland Avenue - - - - - - - - - - - - - - - - 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, Maryland - - - - - - - - - - - - - - - [redacted] for more than three successive weeks preceding the day of sale, said Trustee s did pursuant to said notice on Tuesday, the 23rd day of June - - - - - - - - - - - - , 1959, at 4:00 o'clock, PM., attend on the premises and then and there sold the fee simple property to William R. Beckman and Helen R. Beckman, his wife, whose post office address is Maryland Avenue, Box 90, Anne Arundel County, Maryland, at and for the sum of Ninety-one Hundred and 00/100 Dollars ($9100.00); they - - being the highest bidder s therefor.

John J. Neubauer - Trustee

Robert J. Neubauer - Trustee.

State of Maryland, CITY [redacted] of Baltimore, Sct.

I Hereby Certify, that on this 23rd day of June, 1959, 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 Trustee s 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 JUN 24

Catherine T. Boegner
Notary Public
CATHERINE T. BOEGNER

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ORDER NISI

Metropolitan Life Insurance Company

versus

Robert Francis Allen and

Helen T. Allen, his wife

LIBER 120 PAGE 161

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,252 Equity

Ordered, this 24th day of June, 19 59 That the sale of the Property in these porceedings 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 $ 9100.00

Geo. T. Cromwell Clerk.

True Copy,

FILED
1959 JUN 24 AM 9:39

TEST: Clerk.

(Final Order)

Metropolitan Life Insurance Company

versus

Robert Francis Allen and

Helen T. Allen, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of August, 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 Henderson JUDGE.

FILED
1959 AUG -4 PM 3:49

11

Judicial 10—MARYLAND—TRUSTEE TO ⊙ ADDITIONAL BOND

LIBER 120 PAGE 162

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 10 PAGE 32

Metropolitan Life Insurance Company

versus

Robert Francis Allen and
Helen T. Allen, his wife

BOND OF TRUSTEE TO SELL
Real Estate

Equity No. 13,252

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, Baltimore 2, 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 Three Thousand Six Hundred and 00/100 - Dollars ($ 3,600.00) 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 24th day of June 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 trustee s to sell Real Estate mentioned in the proceedings in the case of

Metropolitan Life Insurance Company

versus

Robert Francis Allen and Helen T. Allen, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer and Robert J. Neubauer

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)

Robert J. Neubauer (SEAL)

Betty Musser (SEAL)

Additional Bond filed and approved this 26th day of June 1959.

George T. Cromwell, Clk

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Edward McNamara
Howard J. McNamara
Attorney in fact.

FILED

1959 JUN 26 AM 10:26

12

JOHN J. NEUBAUER, Solicitor
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

Known as No. 11 Maryland Avenue, Cedarhurst in the Fourth 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. Robert Francis Allen and Helen T. Allen, his wife," the undersigned Trustees will sell at Public Auction on the premises the fee simple property above described on

Tues., June 23, 1959
at 4:00 o'clock P. M.

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

"BEING known and designated as Lots Nos. 25, 26, 27 and 28, Block 3 on the Plat of Cedarhurst," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod L, Plat No. 7. The improvements thereon being known as No. 11 Maryland Avenue." The property is in fee simple.

The property is subject to the restrictions and conditions contained in Deed from Albert H. Waters and wife to Ira V. Brewer, Jr. and wife, dated September 15, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 538, folio 381.

The improvements consist of a one-story stucco on cinder block dwelling, containing four rooms and one bath with hot-air floor furnace, oil fired.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent to be adjusted to the date of sale.

13 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-28.

OFFICE C

Maryland Gazette

Published by LIBER 120 PAGE 163

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

Robert Francis Allen

13,252

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of June, 1959. The first insertion being made the 22th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 JUL -7 By H. D. Tilghman

LIBER 120 PAGE 164

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. 13,252 Equity

METROPOLITAN LIFE INSURANCE COMPANY
versus
ROBERT FRANCIS ALLEN and HELEN T. ALLEN, his wife

Ordered, this 24th 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 $9100.00

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 - Circ. Eq. 13252

Robert Francis Allen

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.

By Marie Yates

No. M. G. 9172

1959 JUL 29 PM 3:10

14

In the Case of

Metropolitan Life Insurance Company
vs.
Robert Francis Allen
and
Helen T. Allen, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,252 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. Bucklew
Auditor.

August 28, 1959

FILED
1959 SEP -2 AM 11:25

5

Dr. Metropolitan Life Insurance Company vs. Robert Francis Allen in ac.
and Helen T. Allen, his wife

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	305	15	355	15
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	50		
Auditor - stating this account and three copies	27	00	69	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	12	50		
U.S. Fidelity & Guaranty Co.-bond premiums	36	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	287	50		
Federal Lien Report	2	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	10	44		
Notary fees	2	00	431	83
To Metropolitan Life Insurance Company, Assignee of the mortgage filed in these proceedings - in full for mortgage claim, viz:				
Amount of claim filed $ 5,020.63				
Interest from 6/1/59 to 6/23/59 - 23 days @ .54 per day 12.42				
	5,033	05	5,033	05
To Trustees for Claims Filed, viz:				
(1) Sears, Roebuck & Co. - in full for claim under Conditional Sales Contract (Order 7/15/59)	501	31		
(2) Community Fuel Co., Inc. - in full for claim filed - open account - (Order 7/27/59)	93	79	595	10
To Robert Francis Allen and Helen T. Allen, his wife, mortgagors - this balance	2,752	97	2,752	97
			9,237	60

16

with John J. Neubauer and Robert J. Neubauer, Trustees Cr.

1959				
June	23			
		Proceeds of Sale	9,100 00	
		Interest on deferred payment of $8,600.00 - 1 month 23 days	71 55	9,171 55
		Refund 1959 State and County taxes 6 months 7 days	66 05	66 05
				9,237 60

LIBER 120 PAGE 168

ORDER NISI

Metropolitan Life Insurance Company

VERSUS

Robert Francis Allen

and

Helen T. Allen, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,252 Equity.

ORDERED, This 2nd day of September, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of October, 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.

O Bruce Duckett

1959 SEP -2 AM 11:25

1959 OCT 15 AM 10:57

LIBER 120 PAGE 169

OFFICIAL

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,252 Equity

METROPOLIAN LIFE INSURANCE COMPANY
versus
ROBERT FRANCIS ALLEN and HELEN T. ALLEN, his wife

Ordered, this 2nd day of September, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

s-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed

Order Nisi. Eq. 13,252
Auditor Account.

Robert Francis Allen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of October, 1959. The first insertion being made the 10th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Gilchrist

No. M. G. 11111

1959 OCT -2 PM

19

LIBER 120 PAGE 170

In the matter of the mortgaged	: No. 13,277	Equity
real estate of Albert Franklin	:	In the Circuit Court
Medura, Jr., and Domie Alberta	:	for
Medura, his wife	:	Anne Arundel County

Mr. Clerk,

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

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

FILED
1959 JUN 16 AM 9:52

LIBER 120 PAGE 171

In the matter of the mortgaged : No. 12,277 Equity

real estate of Albert Franklin : In the Circuit Court

Medura, Jr., and Domie Alberta : for

Medura, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage of Albert Franklin Medura, Jr., and Domie Alberta Medura, his wife, dated May 20, 1955 and recorded in Liber J.H.H 929, Folio 71 ----------		$9,000.00
Total amount paid on principal	$ 377.99	
Credit Expense Account	119.65	497.64
		$8,502.36
Interest 3/1/59 to 6/30/59	$ 172.44	
Interest 7/1/59 to 7/14/59	21.56	194.00
Total amount of indebtedness due ----------		$8,696.36

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of June, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1959 JUN 16 AM 9:53

LIBER 120 PAGE 172
LIBER 929 PAGE 71

6/9/55

L. 2351

Equity 13,277

FIRST PURCHASE MONEY

This Mortgage,

made this 20th day of May in the year one thousand nine hundred and fifty-five, between ALBERT FRANKLIN MEDURA, JR., and ~~Bessie~~ Domie ALBERTA MEDURA, 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

NINE THOUSAND DOLLARS - ($9,000.00)

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 SIXTY FOUR DOLLARS - - - - - - - - - - - - - - - - ($64.00) 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 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.

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:

BEGINNING for the same at a pipe in the northerly line of a 30 ft. right of way leading from the Fort Smallwood Road to the Maryland Yacht Club, said pipe being also located North 23° 30' East, 5 ft. and South 67° 30' East, 80 ft. from the beginning point of the first parcel of land described in the deed from the Fairview Realty Co. to Harry M. Efford, Sr., and Mazie G. Efford, his wife, dated June 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber JHH 626, Folio 349; thence leaving said right of way and running North 22° 30' East, 109 ft. to a pipe in a southerly line of a 16 ft. Road; thence along the southerly line of said Road South 67° 30' East, 80 ft. to a pipe; thence leaving said road and running South 22° 30' West, 109 ft. to a pipe in the northerly line of the above mentioned right of way; thence along the northerly line of said right of way North 67° 30' West, 80 ft. to the place of beginning.

BEING the same property conveyed to the within-named Mortgagors by Harry M. Efford, Sr., and Mazie G. Efford, his wife, by deed dated May 6, 1955 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1959 JUN 16 AM 9:52

3

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 shal' 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 fot thirty days.

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Albert Franklyn Medura Jr. (SEAL)
Albert Franklyn Medura, Jr.

Domie Alberta Medura (SEAL)
~~Donnie~~ Alberta Medura
DOMIE

(SEAL)

5

4

LIBER 120 PAGE 175

State of Maryland, Anne Arundel County, to wit: LIBER 929 PAGE 74

I HEREBY CERTIFY, that on this 20th day of May,
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 Albert Franklin Medura, Jr.,
and ~~Donnie~~ Donnie Alberta Medura, 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 Pauline M. Bozman

Recorded-24th-May-1955-at-9-A.M.

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

FIRST PURCHASE MONEY

MORTGAGE

FROM

ALBERT FRANKLIN MEDURA, JR., AND

DONNIE ALBERTA MEDURA, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 24 May 19 55 at 9 o'clock A. M.
/Same day recorded in Liber 929 No. 74 folio 71 &c. one of
the Land Records of Anne Arundel County and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record $ Exempt

Robert H. Campbell, Auctioneer

LIBER 120 PAGE 176

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
FEE SIMPLE
VALUABLE IMPROVED REAL ESTATE IN
THIRD DISTRICT

Equity No. 13,277

Under and by virtue of a power of sale contained in a mortgage from Albert Franklyn Medura, Jr., and Domie Alberta Medura, his wife, dated May 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 929, Folio 71, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JULY 14, 1959

at 2 o'clock P.M.

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

Beginning for the same at a pipe in the northerly line of a 30 ft. right of way leading from the Fort Smallwood Road to the Maryland Yacht Club, said pipe being also located North 23° 30' East, 5 ft. and South 67° 30' East, 80 ft. from the beginning point of the first parcel of land described in the deed from the Fairview Realty Co. to Harry M. Efford, Sr., and Mazie G. Efford, his wife, dated June 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 626, Folio 349; thence leaving said right of way and running North 22° 30' East, 109 ft. to a pipe in a southerly line of a 16 ft. road; thence along the southerly line of said road, South 67° 30' East, 80 ft. to a pipe; thence leaving said road and running South 22° 30' West, 109 ft. to a pipe in the northerly line of the above mentioned right of way; thence along the northerly line of said right of way, North 67° 30' West, 80 ft. to the place of beginning.

Being the same property conveyed unto Albert Franklyn Medura, Jr., and Domie Alberta Medura, his wife, by deed dated May 6, 1955 from Harry M. Efford, Sr., and wife, recorded among the aforesaid Land Records in Liber J.H.H. 929, Folio 67.

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; the 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 Building, South Street
Annapolis, Md.

Maryland Gazette Press
June 18, 25
July 2, 9

FILED
1959 JUN 16 AM 9:52

7

LIBER 120 PAGE 177

New Amsterdam Casualty Company

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

LIBER 10 PAGE 41
60 JOHN STREET
NEW YORK

No. 13,277 Equity

BOND NO. 298496

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 NINE THOUSAND AND 00/100 ($9,000.00) 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 8th day of July, 1959.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Albert Franklyn Medura Jr., and Domie Alberta Medura, his wife, to the United Federal Savings and Loan Association, bearing date on or about the 20th of May, 1955, the said William W. Townshend Jr., as Attorney, 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 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 William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:
Alice Gary

William W. Townshend Jr. (SEAL)

Witness as to Surety:
M.S. Kraus
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY
By R.H. Nichols Attorney-in-Fact

FILED
1959 JUL 10 AM 10:11

Bond approved this 10th day of July 1959.
George F. Cromwell
Clerk

8

Towns-Worth Building
South Street
Annapolis, Maryland

Attorney's Sale

OF FEE SIMPLE VALUABLE IMPROVED REAL ESTATE IN THIRD DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Albert Franklyn Medura, Jr. and Domle Alberta Medura, his wife, dated May 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 929, Folio 71, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, July 14, 1959 at 2 o'clock P.M.

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

Beginning for the same at a pipe in the northerly line of a 30 ft. right of way leading from the Fort Smallwood Road to the Maryland Yacht Club, said pipe being also located North 23 degrees 30' East, 5 ft. and South 67 degrees 30' East, 80 ft. from the beginning point of the first parcel of land described in the deed from the Fairview Realty Co. to Harry M. Efford, Sr., and Mazie G. Efford, his wife, dated June 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 626, Folio 349; thence leaving said right of way and running North 22 degrees 30' East, 109 ft. to a pipe in a southerly line of a 16 ft. road; thence along the southerly line of said road, South 67 degrees 30' East, 80 ft. to a pipe; thence leaving said road and running South 22 degrees 30' West, 109 ft. to a pipe in the northerly line of the above mentioned right of way; thence along the northerly line of said right of way, North 67 degrees 30' West, 80 ft. to the place of beginning.

Being the same property conveyed unto Albert Franklyn Medura, Jr., and Domle Alberta Medura, his wife, by deed dated May 6, 1955 from Harry M. Efford, Sr., and wife, recorded among the aforesaid Land Records in Liber J.H.H. 929, Folio 67.

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; the 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 Building,
South Street, Annapolis, Md.
ROBERT H. CAMPBELL
Auctioneer

Jy-9

OFFICE OF

Maryland Gazette

LIBER 120 PAGE 178 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1959

We hereby certify, that the annexed

Attorney's Sale

Albert Franklyn Medura, Jr.

Equity No. 13,227

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 July, 1959. The first insertion being made the 18th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUL 10 PM 3:57 By H. Tilghman

Equity No. 13,277

LIBER 120 PAGE 179

AFFIDAVIT OF NON-MILITARY SERVICE

No. 13277-Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 14th day of July, 19 59, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in mortgage,

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants,
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Albert Franklin Medura, Jr., and Domie Alberta Medura, his wife,

~~are~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 14th day of July, 19 59.

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.
Notarial Seal

Alice Gary
Alice Gary
Notary Public.

My Commission will expire on: 5/1/61

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

Filed,

FILED
1959 JUL 14 AM 11:46

16

11

ROBERT H. CAMPBELL . . . . . Auctioneer

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

Eq 13277

LIBER 120 PAGE 180

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

IN THIRD DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Albert Franklyn Medura, Jr., and Domie Alberta Medura, his wife, dated May 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 929, Folio 71, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, July 14, 1959

AT 2 O'CLOCK P.M.

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

Beginning for the same at a pipe in the northerly line of a 30 ft. right of way leading from the Fort Smallwood Road to the Maryland Yacht Club, said pipe being also located North 23° 30′ East, 5 ft. and South 67° 30′ East 80 ft. from the beginning point of the first parcel of land described in the deed from the Fairview Realty Co. to Harry M. Efford, Sr., and Mazie G. Efford, his wife, dated June 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 626, Folio 349; thence leaving said right of way and running North 22° 30' East, 109 ft. to a pipe in a southerly line of a 16 ft. road; thence along the southerly line of said road, South 67° 30 East, 80 ft. to a pipe; thence leaving said road and running South 22° 30' West, 109 ft. to a pipe in the northerly line of the above mentioned right of way; thence along the northerly line of said right of way, North 67° 30′ West, 80 ft. to the place of beginning.

Being the same property conveyed unto Albert Franklyn Medura, Jr., and Domie Alberta Medura, his wife, by deed dated May 6, 1955 from Harry M. Efford, Sr., and wife, recorded among the aforesaid Land Records in Liber J.H.H. 929, Folio 67.

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; the 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 Building
South Street, Annapolis, Md.

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

FILED

1959 JUL 17 AM 10:52

LIBER 120 PAGE 181 Tuesday
July 14, 1959

I hereby certify that I have this 14th day of July, 1959, sold the property of William W. Townshend, Jr., Attorney, known as a parcel of ground off Fort Smallwood Road, Third Election District of Anne Arundel County, Maryland, unto United Federal Savings and Loan Association of Glen Burnie

at and for the sum of

Nine Thousand Four Hundred Fifty Dollars --------($9,450.00)

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

Robert H. Campbell

Tuesday
July 14, 1959

I/We hereby certify that I/We have this 14th day of July, 1959, purchased from William W. Townshend, Jr., Attorney, the property known as a parcel of ground off Fort Smallwood Road, Third District of Anne Arundel County, Maryland, at and for the sum of

Nine Thousand Four Hundred Fifty Dollars ($9,450.00)

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

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By: Wilmer M. Johnson, Jr.
Wilmer M. Johnson, Purchaser
President

FILED

1959 JUL 17 AM 10:52

12

In the matter of the mortgaged real estate of Albert Franklyn Medura, Jr., and Domie Alberta Medura, his wife : No. 13,277 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 Albert Franklyn Medura, Jr., and Domie Alberta Medura, his wife, dated May 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 929, Folio 71, 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, July 14, 1959, at 2 o'clock P.M., and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of Nine Thousand Four Hundred Fifty Dollars ($9,450.00), being at that figure the highest bidder therefor, said property described as follows:

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

BEGINNING for the same at a pipe in the northerly line of a 30 ft. right of way leading from the Fort Smallwood Road to the Maryland Yacht Club, said pipe being also located North 23°

FILED

1959 JUL 17 AM 10:52

13

30' East, 5 ft. and South 67° 30' East, 80 ft. from the beginning point of the first parcel of land described in the deed from the Fairview Realty Co. to Harry M. Efford, Sr., and Mazie G. Efford, his wife, dated June 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 626, Folio 349; thence leaving said right of way and running North 22° 30' East, 109 ft. to a pipe in a southerly line of a 16 ft. road; thence along the southerly line of said road, South 67° 30' East, 80 ft. to a pipe; thence leaving said road and running South 22° 30' West, 109 ft. to a pipe in the northerly line of the above mentioned right of way; thence along the northerly line of said right of way, North 67° 30' West, 80 ft. to the place of beginning.

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; the balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of July, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL COUNTY MARYLAND

ORDER NISI

In The Matter of the Mortgaged Real Estate of Albert Franklyn Medura, Jr. and Domie Alberta Medura, his wife

versus

LIBER 120 PAGE 184

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,277 Equity

Ordered, this 17th day of July, 1959, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage

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

The report states that the amount of sale was $9,450.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 JUL 17 AM 10:52

TEST: _____ Clerk.

(Final Order)

In The Matter of the Mortgaged Real Estate of Albert Franklyn Medura, Jr. and Domie Alberta Medura, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 27th day of August, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

65

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

LIBER 10 PAGE 49

LIBER 120 PAGE 185

No. 13,277 Equity

BOND NO. 298496

ADDITIONAL

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the Full and just sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain attorney: to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 17th day of July, 1959.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Albert Franklyn Medura Jr., and Domie Alberta Medura, his wife, to the United Federal Savings and Loan Association, bearing date on or about the 20th of May, 1955, the said William W. Townshend Jr., as Attorney, is authorized and empowered to make sale of the property described in said Mortgage in case default shouls 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 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 William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void: otherwise to be and remain in full force and virtue in law.

Witness as to Principal:

Alice Gary

William W. Townshend Jr. (SEAL)

Witness as to Surety:

S. Alvey

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols

R. H. Nichols, Attorney-in-Fact

Additional Bond filed and approved this 20th day of July 1959

Geo. T. Cromwell, Clk

FILED

1959 JUL 20 PM 1:23

16

OF[illegible]E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 120 PAGE 186

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,277 Equity
In the Matter of the Mortgaged Real Estate of
ALBERT FRANKLYN MEDURA, Jr. and DOMIE ALBERTA MEDURA, his wife
Ordered, this 17th day of July, 1959, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $9,450.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

a-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,277 Estate of Albert Franklyn Medura

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of August, 1959. The first insertion being made the 23rd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 AUG 17 AM 10:52

By H. Tilghman

No. M. G. 10216

12

LIBER 120 PAGE 187

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs
Albert Franklin Medura, Jr.,
and
Domie Alberta Medura, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,277 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.

September 4, 1959

Copy of Order Nisi on Report & Account of Auditor rece. this 8 day of Sept. 1959
For MARYLAND GAZETTE
The Capital-Gazette Press, Inc.
By [signature]

FILED
1959 SEP -8 AM 11:20

Dr. In the Matter of the Mortgaged Real Estate of Albert Franklin Medura, Jr., and Domie Alberta Medura, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	313	50	413	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	25		
Auditor - stating this account	18	00	61	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	58	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	15	28		
New Amsterdam Casualty Co. - bond premiums	38	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	10	45		
Alice Gary - notary fees	1	50	201	22
To Attorney for Taxes, viz: 1959 State and County taxes ($124.56) - adjusted - 6 months 14 days	67	47	67	47
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - in full for mortgage claim	8,696	36	8,696	36
To Harry M. Efford, Sr., and Mazie G. Efford, his wife - this balance on account second mortgage claim (Order 9/1/59)	10	20	10	20
			9,450	00
Amount of second mortgage claim filed	3,720	50		
Cr. Amount allowed above	10	20		
Balance due	3,710	30		

19

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

1959				
July	14	Proceeds of Sale	9,450 00	9,450 00
				9,450 00

LIBER 120 PAGE 190

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~XXXXXX~~ Albert Franklin Medura, Jr., and Domie Alberta Medura, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,277 Equity.

ORDERED, This 8th day of September, 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 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 13th day of October next.

Filed 8 Sept. 1959-11:23-A.M.

George T Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of October, 19 59, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 OCT 15 PM 10:57

D Bruce Duckett

21

LIBER 120 PAGE 191

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,277 Auditor Account

Albert Franklin Medura, 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 13th day of October, 1959. The first insertion being made the 10th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 OCT 2 PM 1:38

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,277 Equity
In the Matter of the Mortgaged Real Estate of
ALBERT FRANKLIN MEDURA, JR., and DOMIE ALBERTA MEDURA, his wife

Ordered, this 8th day of September, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause. BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of October next.

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

No. M.G. 11121

22

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
August J. Reusing and	*	ANNE ARUNDEL COUNTY
Frances M. Reusing, his wife	*	Equity No. 13260

* * * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1959 JUN -2 AM 11:33

JB

Equity 13,260

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 11th - - day of September - -, in the year one thousand nine hundred and fifty-six -, between AUGUST J. REUSING and FRANCES M. REUSING, his wife - - - - - - - - of the County of Anne Arundel - - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Five Thousand Five Hundred ($5500.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Forty-Six ($46.00) Dollars - - - - - - - - - - - - - - commencing on the fifteenth - -day of October 1956, and on the fifteenth - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those two lots of ground situate and lying in the Third Election District,

Anne Arundel County, Maryland - - -, and described as follows:

XXXXXXXX BEING known and designated as Lots Nos. Two Hundred Seven (207) and Two Hundred Eight (208) as shown on Plat No. 1 of Clearwater Beach, which plat is filed among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 53, now Plat Book 2, folio 4.

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Edward J. Jefferson and Margaret I. Jefferson, his wife, to the said mortgagors.

FILED

1959 JUN -2 AM 11:33

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

2

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

TO HAVE AND TO HOLD the said lot s of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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 keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the fifteenth - - - - - - - - - - - - - day of each and every month the sum of Nine ($9.00) Dollars -for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, 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

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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 Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger [signature]

August J. Reusing [signature] (SEAL)
August J. Reusing

Frances M. Reusing [signature] (SEAL)
Frances M. Reusing

____________________ (SEAL)

____________________ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11th - -day of September - 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared August J. Reusing and Frances M. Reusing, his wife -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

[signature]
H. Allen Mezger, Notary Public

My Commission Expires May 6th, 1957

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Rec'd for record Sept. 13, 1956 at 2:31 P.M.

Mailed to Mezger & Mezger

5

LIBER 120 PAGE 197

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 10th day of April , 1959.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

By: John P. Helmer

E. Jane Rusinek

John P. Helmer, President

Recorded - May 4, 1959 at 9.30 A M.

STATEMENT OF MORTGAG CLAIM

H. Allen Mezger, Assignee

vs.

August J. Reusing and Frances M. Reusing, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 13,260

LIBER 120 PAGE 198

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 5500.00
Less - Total amount paid on account of Principal	$ 173.14	
Less - Credit Expense Account	39.42	212.56
Net Balance		$ 5287.44
Plus accumulated interest to June 30th, 1959 (With interest thereafter at rate of 6% per annum)		53.41
Total amount of Mortgage Indebtedness		$ 5340.85

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr. Treasurer

COUNTY OF ANNE ARUNDEL

STATE OF MARYLAND, ~~BALTIMORE CITY~~, Sct.

I HEREBY CERTIFY, That on this 29th day of May in the year nineteen hundred and fifty-nine, before me, a Notary Public of the County of Anne Arundel State of Maryland, in and for said ~~BALTIMORE CITY~~, personally appeared Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City

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

FILED

1959 JUN -2 AM 11:33

As witness my hand and Notarial Seal,

E. Jane Rusinek
Notary Public.

My Commission Expires 5-1-61

Milita: Affidavit under Soldiers' and Sa :s' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

H. Allen Mezger, Assignee

vs.

August J. Reusing and Frances M. Reusing, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. ~~D.E.C.~~ 13,260 ~~F.E.~~

LIBER 120 PAGE 199

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer, *Affiant.*
President

Subscribed and sworn to before me this 29th day of May 1959

E. Jane Rusinek *Notary Public*

My Commission Expires May 1, 1961

FILED
1959 JUN -2 AM 11:33

Jud. 14042.

Assignee
~~MORTGAGE~~ BOND

Equity No. 13,260

LIBER 10 PAGE 35

LIBER 120 PAGE 200

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Three Hundred Fifty and No/100 - - - - - - - - - - ($5,350.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 1st day of July in the year of our Lord nineteen hundred and fifty-nine.

WHEREAS, the above bounden H. Allen Mezger an assignment of by virtue of/a power contained in mortgage from Arundel Federal Savings and Loan Association of Baltimore City to August J. Reusing and Frances M. Reusing

dated September 11, 1956 and recorded in Liber GTC No. 1061 folio 319 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested by assignment of power in him/in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary Virginia Helm
Mary Virginia Helm

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
Joseph F. Howell, Attorney-in-Fact

ATTEST:

Carol Armstrong
Carol Armstrong

Bond filed and approved
This 6th day of July 1959
George T. Cromwell, Clerk

Filed July 6 1959 AM. 9:30

9

MEZGER AND MEZGER
ATTORNEYS
200 West Saratoga Street
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A FRAME DWELLING KNOWN AS LOTS 207 AND 208, PLAT 1, CLEARWATER BEACH (FERN HILL ROAD) THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in the mortgage dated September 11th, 1956, from August J. Reusing and Frances M. Reusing, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C., No. 1061, folio 319, and by mesne assignements thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on

Tuesday, July 7, 1959
At 3:00 P. M., E. D. T.

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. Two Hundred Seven (207) and Two Hundred Eight (208) as shown on Plat No. 1 of Clearwater Beach, which plat is filed among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 53, now Plat Book 2, folio 4.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settle. Taxes and all other expenses to be adjusted to day of sale.

10

H. ALLEN MEZGER, ASSIGNEE
E. T. NEWELL & CO., Inc.
Auctioneers Jy-2

OFFICE

Maryland Gazette

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

LIBER 120 PAGE 201

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1959

We hereby certify, that the annexed Assignee's Mortgage Sale August J. Reusing 13,260

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of July, 1959. The first insertion being made the 11th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JUL -7 AM 10:20

By H. Tilghman

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
August J. Reusing and	*	ANNE ARUNDEL COUNTY
Frances M. Reusing, his wife	*	Equity No. 13260

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 7th day of July, 1959, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City, the fee simple property described as follows:

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. Two Hundred Seven (207) and Two Hundred Eight (208) as shown on Plat No.1 of Clearwater Beach, which plat is filed among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 53, now Plat Book 2, folio 4, at and for the price of Four Thousand Six Hundred and Fifty ($4,650.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Jacob Yospy, its duly authorized Agent.

E. T. NEWELL & CO., INC., AUCTIONEERS

By: Jacob Yospy
Jacob Yospy

I/We hereby certify that I/We purchased the above described property at and for the price of Four Thousand Six Hundred and Fifty ($4,650.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by M. Richmond Farring its Executive Vice-President.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: M. Richmond Farring
M. Richmond Farring, Executive Vice-President

FILED
1959 JUL 11 AM 9:44

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

11

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
August J. Reusing and	*	ANNE ARUNDEL COUNTY
Frances M. Reusing, his wife	*	Equity No. 13260

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from August J. Reusing and Frances M. Reusing, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from August J. Reusing and Frances M. Reusing, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated September 11th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1061, folio 319 - - - - - - - - - - - - - - - - which mortgage was then duly assigned on May 8th, 1959, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Tuesday, July 7th, 1959, at 3:00 o'clock p.m., E.D.T. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder at and for the sum of Four Thousand Six Hundred and Fifty ($4,650.00) Dollars the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Assignee (Seal)

FILED

1959 JUL 11 AM 9:14

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of July, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Slimline, Jr.
Joseph J. Slimline, Jr. Notary Public

My Commission Expires May 1st, 1961.

JOSEPH J. SLIMLINE, JR. NOTARY PUBLIC BALTIMORE, MD.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

ORDER NISI

LIBER 120 PAGE 205

H. ALLEN MEZGER, Assignee

versus

AUGUST J. REUSING and
FRANCES M. REUSING, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,260 Equity

Ordered, this 11th day of July, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Assignee

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

The report states that the amount of sale was $4,650.00

FILED 1959 JUL 11 AM 9:44

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee

versus

AUGUST J. REUSING and
FRANCES M. REUSING, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 18th day of August, 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. Ennor
JUDGE.

FILED
1959 AUG 19 AM 9:29

14

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 120 PAGE 206

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,260 Equity
H. ALLEN MEZGER, Assignee
VERSUS
AUGUST J. REUSING and FRANCES M. REUSING, his wife

Ordered, this 11th day of July, 1959, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $4.650.00.

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 Sale

Eq. 13,260

August J. Reusing

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1959. The first insertion being made the 16th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED
1959 AUG 7 AM 11:08

No. M. G. 13,260 Eq.

15

In the Case of

H. Allen Mezger,
Assignee
vs.
August J. Erusing
and
Frances M. Reusing, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,260 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 29, 1959

Laura K. Fickling
Auditor.

Dr. H. Allen Mezger, Assignee vs. August J. Reusing and Frances M. Reusing, his wife

in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	169	50	269	50
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	13	55		
Maryland Casualty Co. - bond premium	21	40		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
E. Jane Rusinek - notary fees	1	00		
Joseph J. Blimline, Jr. - notary fee		50	139	22
To Assignee for Taxes, viz: 1959 State and County taxes ($63.11) - 6 months 7 days	32	74	32	74
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,165	48	4,165	48
			4,658	44
Amount of mortgage claim filed	5,340	85		
Interest on principal balance of $5,287.44 from 6/30/59 to 7/7/59	6	16		
	5,347	01		
Cr. Amount allowed above	4,165	48		
Balance subject to decree in personam	1,181	53		

17

with H. Allen Mezger, Assignee Cr.

1959				
July	7	Proceeds of Sale	4,650 00	4,650 00
		Refund 1959 water and sewer benefit charges ($17.50) - 5 months 24 days	8 44	8 44
				4,658 44

ORDER NISI LIBER 120 PAGE 210 In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

H. Allen Mezger,

Assignee

VERSUS

August J. Reusing

and

Frances M. Reusing, his wife

No. 13,260 Equity.

1959 SEP -4 PM 2:15

ORDERED, This 4th day of September, 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 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 13th day of October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of October, 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 OCT 15 AM 10:57

O. Bowie Duckett

JUDGE

LIBER 120 PAGE 211

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. 13,260 Equity

H. ALLEN MEZGER, Assignee
versus
AUGUST J. REUSING and FRANCES M. REUSING, his wife

Ordered, this 4th day of September, 1959, That the Report and Account of the Auditor, filed this day, in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

s-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,260
Auditor Account.

August J. Reusing

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of October, 1959. The first insertion being made the 10th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11117 1959 OCT -2 PM 1:39 By H. Tilghman

30

LIBER 120 PAGE 212

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT FOR
OF THE MORTGAGED REAL ESTATE	:	ANNE ARUNDEL COUNTY
OF BERTHA BERNIER.	:	EQUITY NO. 12,473
	:	17-210

: : : : :

ORDER TO DOCKET FORECLOSURE

Mr. Clerk:

Please docket the above styled foreclosure proceedings and docket original mortgage as Exhibit herewith, together with statement of debt.

Joseph Hoffman Jacobs per Las.

Joseph Hoffman Jacobs
Attorney named in Mortgage

FILED
1958 JAN -2 PM 2:47

LIBER 120 PAGE 213

IN THE MATTER OF THE SALE	:	IN THE
OF THE	:	CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
BERTJA BERNIER	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 12473

: : : : :

STATEMENT OF MORTGAGE CLAIM

To principal amount of mortgage	$6,175.00
Less: Credits of $65.00 per month without interest	390.00
Balance on principal as of November 17, 1957.	$5,785.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of January, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared Joseph Hoffman Jacobs, Attorney named in Mortgage, and made oath in due form of law that the amount set forth above is true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Mildred F. Bean

Mildred F. Bean - Notary Public

FILED

1958 JAN -2 PM 2:47

Equity no 12473
LIBER 120 PAGE 214

THIS MORTGAGE, made this 17th day of May in the year Nineteen Hundred and Fifty-Seven, by and between Bertha Bernier, Single, party of the first part, and The Cresston Park Realty Company, a body corporate, duly incorporated under the laws of the State of Maryland, party of the second part.

WHEREAS, the said Bertha Bernier, Single, is justly indebted unto the said party of the second part in the full sum of Six Thousand one Hundred and Seventy Five Dollars for money loaned and advanced this day, to be applied toward the payment of the purchase price of the property hereinafter described for the repayment of which sum they have made and passed unto the said party of the second part their Ninety-Seven Negotiable Promissory Notes of even date herewith, all drawn payable to the order of the said party of the second part. The said notes being for the principal sum of Sixty-Five Dollars each, payable respectively at the expiration of 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 90, 91, 92, 93, 94, 95, months after date; all of the said notes bearing interest at the rate of six per centum per annum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and of the sum of One Dollar, this day paid, the receipt whereof is acknowledged, the said parties of the first part do grant and convey unto the said party of the second part, its successors and assigns, in fee simple, all that property situate in Anne Arundel County, State of Maryland, and described as follows, that is to say;

ALL THAT PROPERTY situate, lying and being in the Third Election District of Anne Arundel County, and known as lots 113 and 114, on a

FILED
1958 JAN -2 PM 2:47

3

plat of survey of Cresston Park as surveyed by J. Spence Howard, Surveyor and Civil Engineer, August 1920, which said plat is recorded among the Land Records of Anne Arundel County in plat book No. G. W. Sec. 3, Folio 221.

BEING, the same property which by deed of even date, herewith, and intended to be recorded among the Land Records of Anne Arundel County, prior hereto was granted and conveyed by the Cresston Park Realty Company, to Bertha Bernier, Single, in fee simple.

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

TO HAVE AND TO HOLD, the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever, in fee simple.

PROVIDED, that if the said Bertha Bernier, Single, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Thousand One Hundred and Seventy-Five Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises the said Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for her heirs, personal representatives and assigns, does hereby covenant to pay them when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, or in any agreement, covenant or conditions of this mortgage, then the entire mort-

gage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, its successors or assigns, or Joseph Hoffman Jacobs, its Attorney, at any time after such default, to sell the property hereby mortgageed or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz; upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and on 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 such 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 said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, her personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for herself, her heirs, personal representatives or assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement of notice of sale as aforesaid under the powers hereby granted, there shall be and become due by her 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 proceeding under this Mortgage and a commission on the total amount

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of the Mortgage indebtedness, principal and interest, equal to one-half the percentages allowed as commission to trustees making sale under orders of decree of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor for herself, her heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Joseph Hoffman Jacobs, its Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefore, legal tender be made of said principal, costs, expenses, and commissions.

AND the said party of the first part for herself, her heirs, personal representatives and assigns, does further covenant to insure, and pending the existance of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least the amount of the mortgage claim, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to innure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of the said Mortgagor.

Test: Bertha Bernier (SEAL)
Bertha Bernier

Henry M. Bachman
Henry M. Bachman

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 24 day of MAY Nineteen Hundred and Fifty-Seven, before me, the Subscriber, a Notary Public, of the State of Maryland, in and for the county aforesaid, personally appeared Bertha Bernier, Single, the Mortgagor named in the aforegoing Mortgage, and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared Joseph Hoffman Jacobs, President of The Cresston Park Realty Company and made oath in the form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Henry M. Bachman

Henry M. Bachman, Notary Public

Rec'd for record May 27 1957 at 1.38 P.M.

Mailed to Joseph Hoffman Jacobs

G 22086

LIBER 120 PAGE 219
LIBER 9 PAGE 233

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

Equity 12,473

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Joseph Hoffman Jacobs **, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** Six Thousand and No/100 - - - ---- - Dollars **current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this** 6th **day of** February , 1958.

WHEREAS, by virtue of a power of sale contained in a mortgage from Bertha Bernier to Cresston Park Realty Company **bearing date on or about** May 17, 1957 **the said** Joseph Hoffman Jacobs **is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said** Joseph Hoffman Jacobs **is about to execute said power and make sale of the property described as aforesaid in said mortgage.**

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

SIGNED, sealed and delivered in the presence of

Mildred J. Bean
Mildred Bean as to both

Joseph Hoffman Jacobs (SEAL)
Joseph Hoffman Jacobs PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond Approved this 6th day of February 1958.
George T. Cromwell, Clerk

FILED
1958 FEB -6 AM 11:32

8

LIBER 120 PAGE 220

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
REAL ESTATE OF	:	FOR
BERTHA BERNIER	:	ANNE ARUNDEL COUNTY
	: : : : :	NO. 12,473 EQUITY

REPORT OF SALE

The report of Joseph Hoffman Jacobs, Attorney named in mortgage in these proceedings, respectfully represents.

After giving bond with security for the faithful performance of his trust, and having complied with all the other prerequisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland-Gazette, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 6th day of February, 1958, at 11 o'clock A.M., S.T., and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Five Thousand Dollars ($5,000.00) to and unto The Cresston Park Realty Company, a body Corporate., they being the highest bidder therefore.

Respectfully submitted,

Joseph Hoffman Jacobs
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of February, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph Hoffman Jacobs, Attorney named in Mortgage, and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

FILED
1958 FEB -6 PM 1:58

Mildred F. Bean - Notary Public

4

ORDER NISI

LIBER 120 PAGE 221

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

BERTHA BERNIER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,473 Equity

Ordered, this 6 day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Joseph Hoffman Jacobs, Attorney named in Mortgage, ~~Xxxxxx~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of March next.

The report states that the amount of sales ~~xxxxx~~ was $ 5,000.00

FILED 1958 FEB 6 PM 1:58

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

BERTHA BERNIER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of March, 1958 that the sale made and reported by the ~~Xxxxxx~~ 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 ~~Xxxxxx~~ Attorney be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans Judge

FILED

1958 MAR 18 PM 3:14

10

	:	EQUITY NO. 12,473
IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF BERTHA BERNIER	:	ANNE ARUNDEL COUNTY

: : : : :

LIBER 120 PAGE 222

JOSEPH HOFFMAN JACOBS
Solicitors
Arnold, Maryland

Attorney's Sale

OF DESIRABLE AND VALUABLE RESIDENTIAL LOTS AND IMPROVEMENTS

Located at Cresston Park, Third Election District of Anne Arundel County, Maryland.

By virtue of and under the power and authority contained in a certain mortgage from Bertha Bernier, dated Mayy 17, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1122, folio 323, the undersigned will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Thursday, Feb. 6, 1958 at 11 A.M.

the following parcels of land with improvements.

All that property situate, lying and being in the Third Election District of Anne Arundel County, Md., and known as Lots Nos. 113 and 114, on plat and survey of Cresston Park, as surveyed by J. Spence Howard, Surveyor and Civil Engineer, August, 1922, which said plat is recorded among the Land Records of Anne Arundel County in Plat Book G.W. Section 3, folio 221.

The aforegoing lots of ground is improved by a one-story modern frame dwelling containg four rooms, with modern conveniences.

Being the same property conveyed to Bertha Bernier, single, by Cresston Park Realty Company, by deed dated May 17, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1122, folio 320.

TERMS: A cash deposit of 10% will be required at time of sale on property. Deferred payments to bear interest at the rate of 6% per annum from day of sale. Taxes and other expenses, if any, to be adjusted at time of settlement.

JOSEPH HOFFMAN JACOBS,
Arnold, Maryland
Attorney named in mortgage.
ROBERT H. CAMPBELL,
Auctioneer

J-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1958

We hereby certify, that the annexed

Attorney's Sale

Bertha Bernier

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of February, 1958. The first insertion being made the 16th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

1958 FEB -7 PM 12:12

LIBER 120 PAGE 223

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 12,473

Bertha Bernier

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By R. Tilghman

FILED

1958 MAR -7 AM 10:31

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,473 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Bertha Bernier.

Ordered, this 6 day of February, 1958. That the sale of the Property in these proceedings mentioned, made and reported by Joseph Hoffman Jacobs, Attorney named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of March next.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-6

No. M. G. 362

17

LIBER 120 PAGE 224

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
REAL ESTATE OF	:	FOR
BERTHA BERNIER	:	ANNE ARUNDEL COUNTY
	:	No. 12,473 EQUITY

: : ; : :

PETITION TO APPOINT TRUSTEE TO COMPLETE FORECLOSURE PROCEEDINGS AND COURT ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Cresston Park Realty Company, a body corporate, by Louis M. Strauss, its Solicitor, respectfully represents:

1. That the Cresston Park Realty Company, the holder of the mortgage filed in these foreclosure proceedings, directed Joseph Hoffman Jacobs, Attorney, to foreclose thereon to collect the balance due under the mortgage claim setout in these proceedings.

2. That during January, 1958, Joseph Hoffman Jacobs, as attorney named in mortgage, instituted these proceedings and conducted the sale of the property mentioned therein and the sale was duly ratified by this Honorable Court on March 15th, 1958.

3. The said Joseph Hoffman Jacobs departed his life on March 13th, 1958, without conveying the property or receiving monies therefor without stating an auditor's account.

WHEREFORE your Petitioner prays this Honorable Court appoint a Trustee in these proceedings to complete these foreclosure proceedings by transfering the property therein sold to the purchaser, The Cresston Park Realty Company, as reported and to state an Auditor's Account and pay the Court costs according to law and the Rules of this Court.

AND as in duty bound, etc.

THE CRESSTON PARK REALTY COMPANY, INC.,

By: Charles A. Glick
Charles A. Glick-President

FILED
1958 AUG -2 AM 9:32

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 31st day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles A. Glick, President of The Cresston Park Realty Company, and made oath in due form of law that the matters and facts aforesaid are true to the best of his knowledge and belief.

Witness my hand and Notarial seal.

Mildred F. Bean
Mildred F. Bean - Notary Public

13

No 12473
Equity

LIBER 120 PAGE 225

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, and upon considering the proceedings, it is this 2nd day of August, 1958, by the Circuit Court for Anne Arundel County, ORDERED by the Circuit Court for Anne Arundel County in Equity that Louis M. Strausz, and he is hereby, appointed as Trustee in these proceedings and that he enter into a Bond in the amount of Seven Thousand ($7,000.00) Dollars for his faithful performance of his duty herein, and upon so qualifying as Trustee he is hereby directed, authorized and empowered to convey the property mentioned in these proceedings to the purchasers thereof, in place and stead of the late Joseph Hoffman Jacobs, Attorney named in mortgage, and that he bring the proceeds from these proceedings into this Court for accounting and distribution according to law and the Rules of this Court.

Benjamin Michaelson
Judge

FILED
1958 AUG -2 AM 11:41

14

LIBER 120 PAGE 226

LIBER 9 PAGE 388

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No.12,473 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss, 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 Seven Thousand Dollars ($7,000.00), 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 12th day of August, 1958.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled "In re. the Mortgaged Real Estate of Bertha Bernier, No. 12,473 Equity" dated August 2, 1958, Louis M. Strauss was appointed Trustee to convey the property described in said proceedings, receive the purchase money and account for the same to the Court, and the said Louis M. Strauss is about to execute said power and convey said property as authorized by said Decree.

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

WITNESS:

Mildred F. Bean

Mildred F. Bean

Kathleen L. Woelfel

Kathleen L. Woelfel

Louis M. Strauss (SEAL)

Louis M. Strauss, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins IV

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

SURETY

Bond Approved this 13th day of August 1958.

George T. Cromwell, Clerk

FILED

15 1958 AUG 13 PM 1:56

In the Case of

In the Matter of the Sale
of the
~~xxxxx~~
Mortgaged Real Estate
of
Bertha Bernier

In the

Circuit Court

For

Anne Arundel County

No. 12,473 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. Jochling
Auditor

August 31, 1959

FILED

1959 SEP -5 AM 11:25

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Bertha Bernier in ac.

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	184	25	284	25
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	50		
Auditor - stating this account	13	50	57	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	93		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium (Joseph Hoffman Jacobs)	24	00		
Globe Indemnity Co. -1958 bond premium (Louis M. Strauss)	28	00		
Globe Indemnity Co. - 1959 bond premium (adjusted)	5	00		
Robert H. Campbell - auctioneer's fee	40	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Mildred F. Bean - notary fees	1	50	154	93
To The Cresston Park Realty Co., mortgagee- this balance on account mortgage claim filed 1/2/58	4,662	94	4,662	94
			5,159	12
Amount of mortgage claim filed	5,785	00		
Interest thereon from 11/17/57 to 2/6/58	77	13		
	5,862	13		
Cr. Amount allowed above	4,662	94		
Balance subject to decree in personam	1,199	19		

with Louis M. Strauss, Trustee Cr.

1958				
Feb.	6	Proceeds of Sale	5,000 00	
		Interest on deferred payment of $4,500.00 to 8/14/58	141 63	5,141 63
		Refund 1958 State and County taxes ($46.35) - adjusted to 8/14/58	17 49	17 49
				5,159 12

LIBER 120 PAGE 230

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate

~~VERSUS~~

of

Bertha Bernier

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,473 Equity.

ORDERED, This 5th day of September, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of October next.

George T. Cromwell, Clerk

1959 SEP -5 AM 11:25

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of October, 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.

D. Bowie Duckett

1959 OCT 15 AM 10:57

19

OFFICE O.

LIBER 120 PAGE 231

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 12,473 Equity
In the Matter of the Sale of the Mortgaged Real Estate of
BERTHA BERNIER

Ordered, this 5th day of September, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED unless cause to the contrary be shown on or before the 13th day of 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 13th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

S-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,473

Auditor Account

Bertha Bernier

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of October, 1959. The first insertion being made the 10th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 11119 1959 OCT -2 PM 1:40

20

LIBER 120 PAGE 232

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Howard Hammond and Elsie	*	ANNE ARUNDEL COUNTY
Hammond, his wife	*	Equity No. 12,732

* * * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED

1958 JUN 26 PM 12:06

JB

LIBER 120 PAGE 233
LIBER 1182 PAGE 420 No. 12,732 Equity

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 29th day of January - - -, in the year one thousand nine hundred and fifty-eight, between HOWARD HAMMOND and ELSIE HAMMOND, his wife, - - - - - - - - - - - - - of the County of Anne Arundel - - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Eight Thousand Five Hundred ($8500.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Seventy-Two ($72.00) Dollars - - - - - - - - - - - - - - commencing on the fifteenth - -day of March - -,1958, and on the fifteenth - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District, Anne Arundel County, Maryland, according to a survey made by J. R. McCrone, Jr., Registered Surveyor, dated September 1951 -, and described as follows:

BEGINNING for the same at an iron pipe located North Fifty-Six (56) degrees Fifty-Four (54) minutes East One Hundred Thirty-Seven (137) feet along the first line of the conveyance from M. J. Swift and Company, Incorporated to David C. Strain and wife by deed dated April 28th, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 620, folio 518, from its beginning; thence with said line North Fifty-Six (56) degrees Fifty-Four (54) minutes East One Hundred Thirty-Seven (137) feet to a pipe; thence with the division line between Lots Nos. Three (3) and Five (5) of Carol Drive South Thirty-Two (32) degrees Thirteen (13) minutes East Eighty-Five (85) feet to a pipe on the Northwest side of Carol Drive; thence with the same South Fifty-Six (56) degrees Fifty-Four (54) minutes West One Hundred Thirty-Seven (137) feet to a pipe; thence leaving Carol Drive and running with the dividing line between Lots Nos. One (1) and Three (3), North Thirty-Two (32) degrees Thirteen (13) minutes West Eighty-Five (85) feet to the place of beginning. Being Lot No. Three (3) situate on the Northwest side of Carol Drive, Lake Shore.

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Theodore Mackintosh and Lenore Mackintosh, his wife, to the said mortgagors.

FILED
1958 JUN 26 PM 12:06

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

2

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the fifteenth - - - - - - - - - - - - - day of each and every month the sum of Thirteen ($13.00) Dollars - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, 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

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BALTIMORE 1, MD.

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 Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Elaine E. Seeger

Howard Hammond (SEAL)
Howard Hammond

Elsie Hammond (SEAL)
Elsie Hammond

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January - - 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard Hammond and Elsie Hammond, his wife, - - -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger
Elaine E. Seeger Notary Public

My Commission Expires May 4th, 1959.

Rec'd for record Jan 30 1958 at 10.59 A.M.

Mailed to Mezger & Mezger

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

5

LIBER 120 PAGE 237

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 16th day of June, 1958.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

By: John P. Helmer

E. Jane Rusinek

John P. Helmer, President

SHORT ASSIGNMENT

OF MORTGAGE

FROM

Arundel Federal Savings and Loan

Association of Baltimore City

TO

H. Allen Mezger, Assignee

THIRD ELECTION DISTRICT

~~BLOCK~~

ANNE ARUNDEL COUNTY

Received for Record

at ..... *o'clock* ..... *M. Same day*

Recorded in Liber M. L. P. No.

Folio ..... *etc. one of the*

Anne Arundel County

Records of ~~Baltimore City~~ *and examined*

Per

Clerk.

RECORD FOR RECORD IN LIBER GTC
& RECORDED IN LIBER GTC
NO. 1182 FOLIO 424
GEO. T. CROMWELL, CLERK
1958 JUN 18 AM 9:04

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

100

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

LIBER 120 PAGE 238

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

H. Allen Mezger, Assignee

vs.

Howard Hammond and Elsie Hammond,

his wife

Equity No. 12732
~~DOCKET~~ ~~NO.~~

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer *Affiant.*
President

Subscribed and sworn to before me

this 2nd day of July 1959

E. Jane Rusanek
E. Jane Rusanek *Notary Public*

My Commission Expires May 1, 1961

FILED
1959 JUL -6 AM 9:28

7

STATEMENT OF MORTGAGE CLAIM

LIBER 120 PAGE 239

H. Allen Mezger, Assignee

vs.

Howard Hammond and Elsie Hammond,

his wife

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL, COUNTY

Equity No. 12732

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 8,500.00
Less - Total amount paid on account of Principal	$ 39.01	
Less - Credit Expense Account	108.31	147.32
Net Balance		$ 8,352.68
Plus accumulated interest to June 30th, 1959 (with interest thereafter at rate of 6% per annum)		84.82
Total amount of Mortgage Indebtedness		$ 8,437.50

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr. Treasurer

COUNTY OF ANNE ARUNDEL
STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 2nd day of July in the year nineteen hundred and fifty-nine, before me, a Notary Public of the County of Anne Arundel State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City

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

FILED
JUL -6 1959 AM 9:28

As witness my hand and Notarial Seal.

E. Jane Rusinek
Notary Public.

My Commission Expires May 1, 1961

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LIBER 10 PAGE 34

LIBER 120 PAGE 240

Jud. 14042.

Assignee

~~MORTGAGE OR ASSIGNMENT~~ BOND

Equity No. 12732

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Four Hundred Fifty and No/100 - - - - - - - - - - ($8,450.00) *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 1st *day of* July *in the year of our Lord nineteen hundred and* fifty-nine.

WHEREAS, the above bounden H. Allen Mezger an assignment of *by virtue of/a power contained in mortgage from* Arundel Federal Savings and Loan Association of Baltimore City *to* Howard Hammond and Elsie Hammond *dated* January 29, 1958 *and recorded in Liber* GTC *No.* 1182 *folio* 420 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested* by assignment of power *in him/in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary Virginia Helm

Mary Virginia Helm

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell

Joseph F. Howell, Attorney-in-Fact

ATTEST:

Carol Armstrong

Carol Armstrong

Bond filed and approved this 6th day of July 1959

George T. Cramwell, Clerk

FILED

1959 JUL -6 AM 9:28

9

MEZGER and MEZGER
Attorneys
200 West Saratoga Street
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A FRAME DWELLING KNOWN AS LOT NO. 3, NORTHWEST SIDE CAROL DRIVE, LAKE SHORE THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in the mortgage dated January 29th, 1958, from Howard Hammond and Elsie Hammond, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County in Liber G.T.C., No. 1182, folio 420, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on

Tuesday, July 7, 1959 at 2:00 P. M., E. D. T.

ALL THAT LOT OF GROUND AND IMPROVEMENTS situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEGINNING for the same at an iron pipe located North Fifty-Six (56) degrees Fifty-Four (54) minutes East One Hundred Thirty-Seven (137) feet along the first line of the conveyance from M. J. Swift and Company, Incorporated to David C. Strain and wife by deed dated April 20, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 620, folio 518, from its beginning; thence with said line North Fifty-Six (56) degrees Fifty-Four (54) minutes East One Hundred Thirty-Seven (137) feet to a pipe; thence with the division line between Lots Nos. Three (3) and Five (5) of Carol Drive South Thirty-Two (32) degrees Thirteen (13) minutes East Eighty-Five (85) feet to a pipe on the Northwest side of Carol Drive; thence with the same South Fifty-Six (56) degrees Fifty-Four (54) minutes West One Hundred Thirty-Seven (137) feet to a pipe; thence leaving Carol Drive and running with the dividing line between Lots Nos. One (1) and Three (3), North Thirty-Two (32) degrees Thirteen (13) minutes West Eighty-Five (85) feet to the place of beginning. Being Lot No. Three (3) situate on the Northwest side of Carol Drive, Lake Shore.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. ALLEN MEZGER
E. T. NEWELL & CO., INC.
Auctioneers

Jy-2

LIBER 120 PAGE 241 OFFICE

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

Assignee's Mortgage Sale

Howard Hammond

12,732

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of July, 1959. The first insertion being made the 11th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUL -7 P 1:20

By H. Tilghman

LIBER 120 PAGE 242

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Howard Hammond and	*	ANNE ARUNDEL COUNTY
Elsie Hammond, his wife	*	Equity No. 12732

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 7th day of July, 1959, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City the fee simple property described as follows:

ALL THAT LOT OF GROUND AND IMPROVEMENTS situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEGINNING for the same at an iron pipe located North Fifty-Six (56) degrees Fifty-Four (54) minutes East One Hundred Thirty-Seven (137) feet along the first line of the conveyance from M. J. Swift and Company, Incorporated to David C. Strain and wife by deed dated April 28, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 620, folio 518, from its beginning; thence with said line North Fifty-Six (56) degrees Fifty-Four (54) minutes East One Hundred Thirty-Seven (137) feet to a pipe; thence with the division line between Lots Nos. Three (3) and Five (5) of Carol Drive South Thirty-Two (32) degrees Thirteen (13) minutes East Eighty-Five (85) feet to a pipe on the Northwest side of Carol Drive; thence with the same South Fifty-Six (56) degrees Fifty-Four (54) minutes West One Hundred Thirty-Seven (137) feet to a pipe; thence leaving Carol Drive and running with the dividing line between Lots Nos. One (1) and Three (3), North Thirty-Two (32) degrees Thirteen (13) minutes West Eighty-Five (85) feet to the place of beginning Being Lot No. Three (3) situate on the Northwest side of Carol Drive, Lake Shore, at and for the price of Five Thousand ($5,000.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Jacob Yospy its duly authorized agent.

E. T. NEWELL & CO., INC., AUCTIONEERS

By: Jacob Yospy
Jacob Yospy

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1959 JUL 11 AM 9:48

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

11

I/We hereby certify the I/we purchased the above described property at and for the price of Five Thousand ($5,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by M. Richmond Farring, Executive Vice-President.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: _____
M. Richmond Farring, Executive Vice-President

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Howard Hammond and	*	ANNE ARUNDEL COUNTY
Elsie Hammond, his wife	*	Equity No. 12732

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Howard Hammond and Elsie Hammond, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Howard Hammond and Elsie Hammond, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated January 29th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1182, folio 420, which mortgage was then duly assigned on June 18th, 1958, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Tuesday, July 7th, 1959, at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder at and for the sum of Five Thousand ($5,000.00) Dollars the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger (Seal)
H. Allen Mezger, Assignee

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1959 JUL 11 P 2:43

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

13

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of July, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr., Notary Public

My Commission Expires May 1, 1961.

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE, MD.

ORDER NISI

LIBER 120 PAGE 246

H. Allen Mezger, Assignee

versus

Howard Hammond and

Elsie Hammond, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,732 Equity

Ordered, this 11th day of July, 19 59, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee

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

The report states that the amount of sale was $ 5,000.00

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

FILED
1959 JUL 11 AM 9:48

(Final Order)

H. Allen Mezger, Assignee

versus

Howard Hammond and

Elsie Hammond, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 19th day of August, 1959 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 AUG 19 AM 9:30

15

LIBER 120 PAGE 247

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,732 Equity
H. ALLEN MEZGER, Assignee

VERSUS

HOWARD HAMMOND and ELSIE HAMMOND, his wife

Ordered, this 11th day of July, 1959, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL, Clerk
True Copy TEST:

GEORGE T. CROMWELL, Clerk
A-6

No. M.G. 1959 479

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 12,732 Howard Hammond was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1959. The first insertion being made the 16th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

H. Allen Mezger,
Assignee
VS.
Howard Hammond
and
Elsie Hammond, his wife

In the
Circuit Court
For
Anne Arundel County

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

August 29, 1959

Dr. H. Allen Mezger, Assignee vs. Howard Hammond and Elsie Hammond, his wife

in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	180	00	280	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	60	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	13	55		
Maryland Casualty Co. - bond premium	33	80		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
E. Jane Rusinek - notary fees	1	00		
Joseph J. Blimline, Jr. - notary fee		50	169	10
To Assignee for Taxes, viz: 1959 State and County taxes ($101.35) - 6 months 7 days	52	63	52	63
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,446	77	4,446	77
			5,000	00
Amount of mortgage claim filed	8,437	50		
Interest on principal balance of $8,352.68 from 6/30/59 to 7/7/59	9	74		
	8,447	24		
Cr. Amount allowed above	4,446	77		
Balance subject to decree in personam	4,000	47		

18

with H. Allen Mezger, Assignee Cr.

1959				
July	7	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

1959 SEP -4 PM 2:13

ORDER NISI LIBER 120 PAGE 251 **In the**

H. Allen Mezger,
Assignee
VERSUS
Howard Hammond
and
Elsie Hammond, his wife

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,732 Equity.

ORDERED, This 4th day of September, 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 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 13th day of October next.

George T. Cromwell
Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15 day of October, 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.

1959 OCT 15 PM 12:21

O. Bowie Duckett
JUDGE

OFFICE C.

LIBER 120 PAGE 252

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. 12,732 Equity

R. ALLEN MEZGER, Assignee
versus
HOWARD HAMMOND and
ELSIE HAMMOND, his wife

Ordered, this 4th day of September, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of October next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,732

Auditor Account

Howard Hammond

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of October, 1959. The first insertion being made the 10th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1959 OCT -2 PM 1:40

21

LIBER 120 PAGE 253

NOAH A. HILLMAN, Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	OF
GEORGE MACKELL	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 10,717

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

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Assignee, respectfully shows unto this Honorable Court:

That no Military Affidavit was filed in the above captioned case as of June 2, 1953, as required by law;

WHEREFORE your Petitioner prays this Honorable Court to pass an Order authorizing your Petitioner to file such a Military Affidavit, nunc pro tunc, as of June 2, 1953.

Noah A. Hillman

Noah A. Hillman, Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

1953 OCT 15

ORDER OF COURT

Upon the aforegoing Petition, it is ORDERED, this 15th day of October, 1959, by the Circuit Court for Anne Arundel County in Equity that Noah A. Hillman, Assignee, be and is hereby directed to file a Military Affidavit in the above captioned case, nunc pro tunc, as of June 2, 1953.

Benjamin Michaelson
Judge

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1959 OCT 15 PM 3:56

2

LIBER 120 PAGE 255

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

NOAH A. HILLMAN, Assignee

vs.

GEORGE MACKELL

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

EQUITY NO. 10,717

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

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 Noah A. Hillman

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.

Noah A. Hillman
Affiant.

Subscribed and sworn to before me this 15th day of Oct. 19 59.

Notary Public

FILED

1959 OCT 16 PM 1:47

LIBER 120 PAGE 256

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM GEORGE WILLIAMS, JR., AND ANNA GRACE WILLIAMS, HIS WIFE	*	NO. 13,115 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

ORDER TO DOCKET CASE

Mr. Clerk:

Please record the two assignments, docket the above case, file the two original mortgages and the assignments thereon and the statements of mortgage claims, and enter our appearance.

Anderson & Anderson

By: Marvin H. Anderson
Marvin H. Anderson
Attorney for Assignee

FILED

1959 MAR -5 AM 11:17

LIBER 120 PAGE 257

[DR.—COUNTY] LIBER 434 PAGE 82 Surety No. 13, 115

Mortgage

THIS MORTGAGE, Made this twenty-ninth day of September, in the year Nineteen Hundred and forty-seven - - , by and between William George Williams, Jr. and Anna Grace Williams, his wife - - of Anne Arundel County - - , in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Sixty-three Hundred - - Dollars ($ 6300.00), 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 Sixty-three Hundred - - Dollars ($6300.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six - - per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty-three and 00/100 - - Dollars ($ 53.00), 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 October, 1947 , and continuing on the first day of each month thereafter until the principal, interest and such fines and 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 due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Fifteen (15), Sixteen (16), and Seventeen (17), in Section 44 of Boulevard Park situate at Lakeshore in the Third Election District of Anne Arundel County as shown on the Plat of the property of the Boulevard Realty Company, Incorporated which Plat is duly found in the Office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.H. No. 1 folio 98.

BEING the same lots of ground which by deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto were granted and conveyed by William G. Williams and wife to the said William George Williams, Jr. and wife.

FILED

1959 MAR -5 PM 2:26

2

WHEREAS. This mortgage shall also secure future advances, as provided by Chapter 923 of the Laws of the State of Maryland, passed at the January session in the year 1945, or any supplement thereto.

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~~ 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~~ and assigns, may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, 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 personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel - - County, and such other notice as by the said Mortgagee, its successors, or assigns or party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representative or assigns, or to whoever may be entitled to the same.

And the said Mortgagor, for himself, his heirs, ~~personal representatives~~ and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, ~~personal representatives~~ and assigns, does hereby covenant and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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:

William George Williams, Jr. (SEAL)
William George Williams, Jr.

Mildred V. Favik
Mildred I. Favik

~~(SEAL)~~

Anna Grace Williams (SEAL)
Anna Grace Williams

(SEAL)

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LIBER 434 PAGE 85

LIBER 120 PAGE 260

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this twenty-ninth day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William George Williams, Jr. and Anna Grace Williams, his wife the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared James Windfelder, 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 hereunto set my hand and affixed my seal the day and year aforesaid.

Mildred I. Tavik
Notary Public

Mildred I. Tavik
My commission expires May 2, 1949

Recorded October 1st, 1947 at 11 A.M.

~~THE~~ CAPITAL - - SAVINGS ~~BUILDING~~ AND LOAN ASSOCIATION INC. ~~OF BALTIMORE CITY~~, a body corporate, hereby assigns the within mortgage to MARVIN I. ANDERSON for the purpose of foreclosure, this 18th day of February, 1959. The Capital Building and Loan Association of Baltimore City, having changed its corporate name to Capital Savings and Loan Association, by amendment to its charter.

WITNESS THE corporate name of ~~THE~~ CAPITAL - - SAVINGS ~~BUILDING~~ AND LOAN ASSOCIATION ~~OF BALTIMORE~~ INC., by its president, and the corporate seal thereof, attested by its secretary.

~~THE~~ CAPITAL - SAVINGS ~~BUILDING~~ AND LOAN ASSOCIATION ~~OF BALTIMORE CITY~~ INC.

INCORPORATED 1907

Mary E. Bauer
Mary E. Bauer Secretary

By: Carl F. Dockman
Carl F. Dockman President

Mortgage

FROM

WILLIAM GEORGE WILLIAMS, JR.

AND WIFE

TO

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Recorded for record 1 Oct 1947 at 11 o'clock A.M. and the same day recorded in Liber J.H.H. No. 434 No. 82, Land Records of Anne Arundel County.

Jim Hopkins Jr. Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

Paid 6.25

(DR COUNTY)

File No. 2859-T
Property:

Lots 15, 16 & 17 in Section 44
Boulevard Park
Description approved

Execution approved

Recd.

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

1959 MAR -5 AM 10:37

& RECORDED IN LIBER ~~GTC~~ No. 434 FOLIO 85

GEO. T. CROMWELL, CLERK

Pd. 1.00

Equity No 13,115

Form 814

LIBER 694 PAGE 426

LIBER 120 PAGE 261

[DR.—CITY OR COUNTY]

Mortgage

THIS MORTGAGE, Made this 3rd day of July, in the year Nineteen Hundred and Fifty-two, by and between William George Williams, Jr. and Anna Grace Williams, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Fourteen Hundred Dollars ($1400.00), 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 Fourteen Hundred Dollars ($1400.00), 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 Fourteen Dollars ($14.00), 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, 1952, and continuing on the first day of each month thereafter until the principal, interest and such ~~fines and~~ 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.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Fifteen (15), Sixteen (16) and Seventeen (17), in Section 44, of Boulevard Park, situate at Lakeshore in the Third Election District of Anne Arundel County as shown on the Plat of the property of the Boulevard Realty Company, Incorporated, which Plat is duly found in the Office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 98.

1959 MAR -5 PM 2:26

BEING the same lots of ground which, by deed dated September 29, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 434, folio 79, were granted and conveyed by William G. Williams and wife to the herein named Mortgagors.

BEING also the same lots of ground described in a first mortgage from the said Mortgagors to the said Mortgagee, dated September 29, 1947, and recorded among the Land Records aforesaid in Liber J.H.H. No. 434, folio 82, made to secure the repayment of the sum of Sixty-three Hundred Dollars and interest.

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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 forthe acceptance of such prepayment.

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~~ 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 and~~ assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the 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 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, by Harry A. Kohlerman or John O. Dumler, its duly constituted Attorneys or Agents, under Article LXVI, ~~Sections 6 to 10, inclusive,~~ of the Maryland Code ~~(1924)~~ Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and 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 it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the Attorney or Solicitor instituting such proceedings, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Court for the County or City in which the proceeding under this Mortgage may be filed; and the said Mortgagee, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, 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, fee, 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, fee, expenses, and commission; and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, 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 Seventy-five Dollars ($75.00) for conducting proceeding, if without contest, but if legal services be rendered to the Mortgagee or its assignee, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; Second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have then matured or not; and Third, the balance, if any, to the said Mortgagor, his heirs, ~~personal representatives~~ or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS:

Virginia Reymann
Virginia Reymann

William George Williams Jr. (SEAL)
William George Williams, Jr.

_____ (SEAL)

Anna Grace Williams (SEAL)
Anna Grace Williams

_____ (SEAL)

8

9

LIBER 694 PAGE 429 LIBER 120 PAGE 264

STATE OF MARYLAND, BALTIMORE ~~CITY~~ County, to wit:

I HEREBY CERTIFY, That on this 3rd day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared William George Williams, Jr.

the above-named Mortgagor(s), and acknowledged the foregoing Mortgage to be 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.

Recorded: July 12, 1952
at 9.10 A.M.

Virginia Reymann
Virginia Reymann Notary Public

My commission expires May 4, 1953

~~THE~~ CAPITAL SAVINGS ~~BUILDING~~ AND LOAN ASSOCIATION INC. ~~OF BALTIMORE CITY~~, a body corporate, hereby assigns the within mortgage to MARVIN I. ANDERSON for the purpose of foreclosure, this 18th day of February, 1959. The Capital Building and Loan Association of Baltimore City having changed its corporate name to Capital Savings and Loan Association, Inc. by amendment to its charter.

WITNESS THE corporate name of ~~THE~~ CAPITAL SAVINGS ~~BUILDING~~ AND LOAN ASSOCIATION INC ~~BALTIMORE CITY~~, by its president, and the corporate seal thereof attested by its secretary.

~~THE~~ CAPITAL SAVINGS ~~BUILDING~~ AND LOAN ASSOCIATION ~~OF BALTIMORE CITY~~ INC.

Mary E. Bauer
Mary E. Bauer Secretary

by Carl F Dockman
Carl F. Dockman President

CAPITAL SAVINGS AND LOAN ASSOCIATION INCORPORATED 1907

Release Equity

ANNE ARUNDEL COUNTY

Mortgage

440 410

FROM

WILLIAM GEORGE WILLIAMS, JR.

AND WIFE

TO

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Received for Record 12 Day of July 1952, at 9.10 A.M. and the same day recorded in Liber J.H.H. No. 694 Fol. 426, Land Records of Anne Arundel County

John H. Hopkins Jr. Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

Pd. 1.20

File No. 8004-T

Property:

Lots 15-16-17, Section 44
Boulevard Park

Description approved

Execution approved

Assd

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

1959 MAR -5 AM 10:37 J.H.H.

& RECORDED IN LIBER GTC NO. 694 FOLIO 429

GEO. T. CROMWELL, CLERK

Pd. 1.00

LIBER 120 PAGE 265

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM GEORGE WILLIAMS, JR. AND ANNA GRACE WILLIAMS, HIS WIFE

NO. 13,115 EQUITY

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of Capital Savings and Loan Association Inc. (The Capital Building and Loan Association of Baltimore City, mortgagee, having changed its corporate name to Capital Savings and Loan Association, Inc. by amendment to its charter), under mortgage from William George Williams, Jr. and Anna Grace Williams, his wife, to The Capital Savings and Loan Association, Inc., dated July 3, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 694, folio 426:

Amount of mortgage dated July 3, 1952	$ 1,400.00
Less amount paid (last payment July 16, 1958)	200.91
Balance	$ 1,199.09
Interest from July 16, 1958 to February 28, 1959	44.24
Balance as of February 28, 1959	$ 1,243.33

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

By: Mary E. Bauer
Mary E. Bauer Secretary

CAPITAL SAVINGS AND LOAN ASSOCIATION INCORPORATED 1907 MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of March in the year nineteen hundred fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Mary E. Bauer, Secretary of the within named corporation, the mortgagee in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under one of the mortgages filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and seal notarial.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

1959 MAR -5 AM 11:37

FILED

10

IN THE MATTER OF THE	*	NO. 13,115 EQUITY
SALE OF THE MORTGAGED		IN
REAL ESTATE OF WILLIAM	*	THE CIRCUIT COURT FOR
GEORGE WILLIAMS, JR. AND	*	ANNE ARUNDEL COUNTY
ANNA GRACE WILLIAMS, HIS WIFE	*	

STATEMENT OF MORTGAGE CLAIM

STATEMENT of mortgage claim of Capital Savings and Loan Association, Inc. (The Capital Building and Loan Association of Baltimore City, mortgagee, having changed its corporate name to Capital Savings and Loan Association, Inc.) by amendment to its charter), under mortgage from William George Williams, Jr. and Anna Grace Williams, his wife, to Capital Savings and Loan Association, Inc. dated September 29, 1947, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 434, folio 82.

Amount of mortgage dated Sept. 29, 1947	$ 6,300.00
Less amount paid (Last payment July 16, 1958)	1,508.13
Balance	$ 4,791.87
Interest from July 16, 1958 to February 28, 1959	190.60
Balance as of February 28, 1959	$ 4,982.47

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

BY: Mary E. Bauer
Mary E. Bauer Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 3rd day of March, in the year nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Mary E. Bauer, Secretary of Capital Savings and Loan Association, Inc., and made oath that the foregoing is a true statement of the amount of the mortgage claim under one of the mortgages filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and seal notarial.

Antoinette M. Graneese Notary Public

My commission expires May 4, 1959

FILED
1959 MAR -5 AM 11:17

11

LIBER 120 PAGE 267

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM GEORGE WILLIAMS, JR., AND ANNA GRACE WILLIAMS, HIS WIFE	*	NO. 13,115 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY City County, Sct:

I, Carl F. Dockman, being duly sworn, do depose and say:

1. That I am a resident of Baltimore City in the State of Maryland.

2. That on behalf of the Assignee in the above entitled case, I made an investigation for the purpose of determining whether Anna Grace Williams, one of the defendants in said case (hereinafter called "said defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

3. That said defendant is about forty years of age, is married, has four children, lives with husband who is in the armed forces stationed in Italy.

is employed by Not employed

at

and has been so employed for about

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4. That said defendant is not in the military service of the United States as defined in the above named Acts of the amendments thereto; that she is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that she has not been discharged from any such military service within sixty days prior to the date of this affidavit; that she has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that she is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 18TH day of February, 1959.

Carl F. Dockman
Affiant

Charles E. Loos
Notary Public

CHARLES E. LOOS NOTARY PUBLIC BALTIMORE CO., MD.

13

Equity No 13115

CERTIFICATE FOR USE UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT

LIBER 1210 PAGE 269

TO ALL WHOM IT MAY CONCERN

LAST NAME - FIRST NAME - MIDDLE NAME AND SERVICE NUMBER OR OTHER IDENTIFYING DATA

WILLIAMS, William George RA 33 885 399

CERTIFICATE A [XX] — The above named individual is currently in the Military Service of the United States Army.

PLACE OF ENTRY INTO SERVICE	DATE OF ENLISTMENT	
Fort Knox, Kentucky	re 4 January 1955 for a period of six (6) years	
GRADE (On entry into service)	COMPANY, REGIMENT, ARM OR SERVICE	MONTHLY BASE PAY ON THIS DATE
Sergeant	Hq & Hq Company, USA Logistical Command (7605), APO 19, NY NY	$ 220.00
REMARKS	ADDRESS AT TIME OF ENTRY	
	Boulevard Park, Pasadena Post Office, Maryland	

CERTIFICATE B [ ] — The above named individual was in the Military Service of the United States _____.

PLACE OF ENTRY INTO SERVICE	DATES IN SERVICE	
	FROM	TO
GRADE (On entry into service)	COMPANY, REGIMENT, ARM OR SERVICE	
HOW ENTERED SERVICE (Induction, enlistment, etc.)	ADDRESS AT TIME OF ENTRY	
HOW RELEASED FROM SERVICE [ ] DISCHARGED [ ] DEATH [ ] OTHER (Specify)		
PLACE OF SEPARATION		

CERTIFICATE C [ ] — The above named individual(s) is/are not currently in the Military Service of the United States Army.

REMARKS

CERTIFICATE D [ ] — The above named individual(s) has/have not been in the Military Service of the United States Army since 27 August 1940.

REMARKS

CERTIFICATION

I certify that the above statement(s) set forth in CERTIFICATE A is/are correct concerning the Military Service of the above named individual(s) in accordance with the provisions of Section 601, Act of Congress approved March 8, 1918, as extended and amended by Section 4, Act of August 27, 1940 *(Public Resolution No. 96 - 76th Congress)*; and Section 13, Act of September 16, 1940 *(Public Law No. 783 - 76th Congress)*; or Section 601, Act of October 17, 1940 *(Public Law No. 861 - 76th Congress.)*

Given at WASHINGTON, D. C., Office of The Adjutant General of the Army, this 20th day of February, one thousand nine hundred and fifty-nine.

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1959 MAR -5 AM 11:17

ADJUTANT GENERAL

AGPZ FORM 199
1 FEB 55

REPLACES TAGO FORM 0821, 1 OCT 52, WHICH WILL BE USED UNTIL EXHAUSTED

A 41324

IN THE MATTER OF THE SALE OF	*	NO. 13,115 EQUITY
THE MORTGAGED REAL ESTATE OF	*	IN THE
WILLIAM GEORGE WILLIAMS, JR.,	*	CIRCUIT COURT
AND ANNA GRACE WILLIAMS, HIS	*	FOR
WIFE	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Capital Savings and Loan Association, Inc., (The Capital Building and Loan Association of Baltimore City, mortgagee, having changed its corporate name to Capital Savings and Loan Association, Inc.), a body corporate, duly incorporated under the laws of the State of Maryland, by Marvin H. Anderson, its solicitor, respectfully represents:

1. That William George Williams, Jr., and Anna Grace Williams, his wife, the defendants herein, purchased and are now the record owners of fee simple property situate in Anne Arundel County, Maryland, known and designated as Lots Numbered Fifteen (15), Sixteen (16), and Seventeen (17), in Section 44, of Boulevard Park, situate at Lakeshore in the Third Election District, by deed dated September 29, 1947, from William G. Williams and wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 434, folio 79.

2. That the total purchase price paid by the defendants for said property was $8,000.00, which purchase price was financed by the proceeds of a purchase money mortgage in the amount of $6,300.00, said mortgage dated September 29, 1947, from the defendants to The Capital Building and Loan Association of Baltimore City, a body corporate, duly recorded among the Land Records of

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Anne Arundel County; and that thereafter, to wit, on or about July 3, 1952, the said defendants applied for an additional advance or loan on the said property in the amount of $1,400.00, which said loan was approved, the proceeds therefrom were received by the said William George Williams, Jr., and his wife, and the said loan was secured by a second mortgage on the said property in the amount of $1,400.00, said mortgage dated July 3, 1952, from the defendants to The Capital Building and Loan Association of Baltimore City, a body corporate, duly recorded among the aforesaid Land Records; and that the payment of these two mortgages was neither guaranteed nor insured by the Federal Housing Administration or the Veterans Administration.

3. That under the terms of the said first mortgage the defendants covenanted to repay the principal with interest thereon in monthly installments of $53.00 per month, including principal and interest, plus one-twelfth of the annual taxes, water rent, insurance premiums, and other public charges and assessments; that under the terms of the said second mortgage the defendants covenanted to repay the principal with interest thereon in monthly installments of $14.00 per month, including principal and interest, plus one-twelfth of the aforesaid charges; and that the total aggregate monthly payments required under both mortgages is $77.00 per month including one-twelfth of the aforesaid charges.

4. That the defendants first defaulted in making their monthly payments due on both of said mortgages in September, 1954, and thereafter continued in default of all subsequent monthly payments due under both mortgages to and including the month of June, 1955, a period of ten months representing a total due under both mortgages of monthly payments plus the aforesaid charges of $770.00; that in July, 1955, the said The Capital Building and Loan

Association of Baltimore City, the mortgagee, reduced the monthly payments on the first mortgage to $50.00 per month and on the second mortgage to $10.00 per month so that the defendants would not be in arrears in their payments; that on February 20, 1958, repairs in the amount of $125.00 were made to the water system on the mortgaged property, and the defendants agreed in writing that the said amount should be added to the principal of the mortgage indebtedness; that defendants subsequently defaulted in making their reduced monthly payments due on both of said mortgages during several months from July, 1955, to July, 1958; and that finally the defendants defaulted in making their reduced monthly payments due on both of said mortgages altogether in July, 1958, and have thereafter continued in default of all subsequent reduced monthly payments due under both mortgages to and including the month of February, 1959, a period of eight months, representing a total due under both mortgages of reduced monthly payments of $480.00; and that although the petitioner, from the outset of such defaulted payments in September, 1954, has continually and diligently endeavored to have the defendants cure their default under the said mortgages, the defendants have been unresponsive and indifferent to such efforts on the part of the petitioner.

5. That on September 21, 1954, the said William George Williams, Jr., one of the defendants, reenlisted in the Regular Army of the United States and is, at the present time, in the military service of the United States, and your petitioner is informed that he now holds the rank of Sergeant, and is presently stationed in Italy and assigned to Headquarters and Headquarters Company, United States Army, Logistical Command (7605), A.P.O. 19, New York, New York.

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6. That your petitioner is credibly informed and therefore avers that the said William George Williams, Jr., was employed by his father as a plumber in civilian life for a period of approximately seven years before he reenlisted in the United States Army on September 21, 1954, and that he earned a gross total of $14,500.00 during this seven year period or an average of approximately $170.00 per month, while as a Sergeant in the United States Army the monthly income of the said William George Williams, Jr., and his said wife, from base pay,allotment and allowances is at the present time approximately $325.00 per month, or considerably in excess of his average monthly earning as a civilian prior to reenlistment.

7. That the said defendants have abandoned the aforementioned property and said property is at present and has been vacant for a considerable period of time and is subject to and has suffered from serious deterioration and vandalism; and that said property is very badly in need of certain major repairs; that in September, 1958, your petitioner was advised by the parents of the defendant, William George Williams, Jr., who had been caring for the said mortgaged premises, that they would no longer care for the same, and in fact no one has looked after said premises since September, 1958; and that such conditions subject the said mortgage security of the petitioner to grave jeopardy.

8. That on the first mortgage which was in the original amount of $6,300.00 there is a balance of $4,791.87 due by the defendants to the petitioner as of February 28, 1959, plus interest from July 16, 1958.

9. That on the second mortgage which was in the original amount of $1,400.00 there is a balance of $1,199.09 due by the

defendants to the petitioner as of February 28, 1959, with interest from July 16, 1958.

10. That foreclosure proceedings on the two aforementioned mortgages were instituted on behalf of your petitioner on March 5, 1959, in this Honorable Court, and there has been filed with the Clerk, as Exhibits A and B, respectively, the two original mortgages and also military affidavits, as required, setting forth the fact that the said William George Williams, Jr., is in the military service of the United States.

11. That an act of Congress known as the "Soldiers' and Sailors' Civil Relief Act of 1940", as amended, U. S. Code, Title 50, requires consideration and authorization by this Honorable Court for continuance of the foreclosure proceedings instituted in this case.

12. That the ability of the defendants, or either of them, to comply with the terms of the obligations under the aforementioned mortgages is not materially affected by reason of the entry of the said William George Williams, Jr., one of the defendants herein, into the military service of the United States.

WHEREFORE, your petitioner requests this Honorable Court to pass an order appointing an attorney to represent the defendants in these proceedings and requiring the defendants to show cause why these proceedings should not be continued and to grant such other or further orders or relief as the petitioner's case may require.

And, as in duty bound, etc.

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

By: Charles F. Love
Vice-President

Marvin H. Anderson
Marvin H. Anderson
Solicitor for Petitioner

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LIBER 120 PAGE 275

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 30th day of March, in the year Nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles F. Loos, vice-president of Capital Savings and Loan Association, Inc., a body corporate, 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 seal notarial.

Isabelle Conrad
Notary Public

ORDER

It is this 31st day of March, in the year Nineteen hundred and fifty-nine, by the Circuit Court for Anne Arundel County, in equity, ordered and decreed that Arthur A. Anderson, Jr. be and he is hereby appointed as attorney to represent the defendants herein, and it is hereby further ordered and decreed that the foreclosure proceedings in the instant case be continued unless cause to the contrary be shown on or before the 15th day of May, 1959, provided a copy of this petition and order be served on the defendants or on Arthur A. Anderson, Jr. attorney for the defendants on or before the 15th day of April, 1959, further provided said Arthur A. Anderson, Jr. notifies defendants by registered mail of these proceedings.

Matthew S. Evans
Judge

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IN THE MATTER OF THE SALE OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
WILLIAM GEORGE WILLIAMS, JR.	*	FOR
AND ANNA GRACE WILLIAMS, HIS	*	ANNE ARUNDEL COUNTY
WIFE	*	EQUITY # 13, 115

* *

ANSWER TO PETITION AND SHOW CAUSE ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Arthur A. Anderson, Jr., court appointed counsel for William George Williams, Jr. and Anna Grace Williams, his wife, tothe Petition heretofore filed in these proceedings and to the show cause order passed on said Petitinn on the 31st day of March, 1959, respectfully represents unto your Honors:

1. That by order of this Honorable Court dated 31st day of March, 1959, Arthur A. Anderson, Jr. was appointed counsel for the Defendants herein under the applicable provisions of the statutes of the State of Maryland and of the Act of Congress known as the " Soldiers and Sailors Civil Relief Act of 1940, as amended, U. S. Code Title 50".

2. That upon being served with a copy of said Petitinn and Order of Court above mentioned, the said Arthur A. Anderson, Jr., court appointed counsel, wrote to the said Defendants on April 21, 1959 and again on April 29, 1959 as per photocopies of said letters attached hereto and prayed to be taken as a part hereof and marked "Defendant's Exhibits A & B"; that although said counsel has no record that the letter dated April 21, 1959 was ever delivered to the Defendants he did receive a post office return receipt for the letter dated April 29, 1959 indicating that said letter was delivered to the defendant William G. Williams on May 4, 1959; said return receipt hereunto attached and prayed to be taken as a part hereof and marked " Defendants Exhibit C".

3. That said court appointed counsel has not received any reply nor communication to either of said letters.

4. That the provisions of applicable Maryland statutes and of U. S. Code, Title 50, have been complied with and there appears to be no reason why the proceedings heretofore instituted by the Plaintiff should

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2)

not be continued.

AND AS IN DUTY BOUND, ETC.

Arthur A. Anderson, Jr.
Court appointed counsel for
Defendants
Maryland Inn Building
Annapolis, Maryland
Colonial 8-1729

I hereby certify that on this 26th day of May, 1959, I mailed a copy of this Answer to Petition and Show Cause Order to Marvin H. Anderson, Esq., 20-U West Street, Annapolis, Maryland, attorney for Plaintiff.

13/15

LIBER 120 PAGE 278

No. 13,115 Equity

[illegible], 1958

Sgt. & Mrs. William George Williams, Jr.
Headquarters & Headquarters Co.
[illegible] Command (7665)
[illegible], New York

Dear Sir & Madam:

Enclosed is copy of a Petition which has been filed against you in the Circuit Court for [illegible] and which is self-explanatory.

I suggest that you discuss the contents of this Petition with the Legal Officer of your command and that you then promptly advise me whether or not you have any valid defense to the proceedings which have been instituted against you, and state fully any facts by reason of which your being in military service prejudices you in taking any valid or meritorious defense thereto.

I suggest that you let me hear from you promptly.

Very truly yours,

Arthur A. Anderson, Jr.

AAAJr:ct

Enc.

DEFENDANTS' EXHIBIT "A"

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1958 MAY 28
PM 1:29

LIBER 120 PAGE 279

No. 13, 1158

April 29, 1959

Sgt. & Mrs. William George Williams, Jr.
Headquarters & Headquarters Co.
United States Army
Logistical Command (7605)
A.P.O. 19, New York, New York

Dear Sir & Madam:

Enclosed is a copy of a Petition which has been filed against you in the Circuit Court for Anne Arundel County and which is self-explanatory.

I suggest that you discuss the contents of this Petition with the Legal Officer of your command and that you then promptly advise me whether or not you have any valid defense to the proceedings which have been instituted against you and state fully any facts by reason of which your being in military service prejudices you in making any valid or meritorious defense thereto.

It appears that my first letter to you has gone astray and I am therefore accordingly requesting the Court to extend the time within which I must file an answer on your behalf for a period of 15 days beyond May 15.

I suggest that you let me hear from you promptly.

Very truly yours,

Arthur A. Anderson, Jr.

AAAJr:ct

DEFENDANTS' EXHIBIT "B"

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1959 MAY 28
PM 1:29

POD Form 3811 Jan. 1958

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

REGISTERED NO.

CERTIFIED NO. 435167

INSURED NO.

NAME OF SENDER: ARTHUR A. ANDERSON, JR.

STREET AND NO. OR P. O. BOX: MARYLAND INN BUILDING

CITY, ZONE AND STATE: ANNAPOLIS, MARYLAND

RETURN TO

4 MAY 1959

EXHIBIT C

FILED 1959 MAY 28 PM 1:29

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM GEORGE WILLIAMS, JR., AND ANNA GRACE WILLIAMS, HIS WIFE

LIBER 120 PAGE 280

* NO. 13,115 EQUITY

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* * * * * * * * * * *

ORDER OF COURT

The defendants, William George Williams, Jr., and Anna Grace Williams, his wife, having failed to show cause as required by the Order of this Court dated March 31, 1959, although it appears that a copy of the petition and Order was duly served on Arthur A. Anderson, Jr., attorney appointed by this Court to represent the said defendants, and the said attorney having filed his answer showing no reason why the proceedings should not be continued, although it appears that the said attorney notified the said defendants by registered mail of the full particulars of these proceedings, and the proceedings having been submitted and the Court having read and considered the petition, affidavit, answer, and exhibits, it is this 29th day of May, in the year nineteen hundred fifty-nine, by the Circuit Court for Anne Arundel County, in equity, ORDERED and DECREED that the assignee of the petitioner, Marvin I. Anderson, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause and the said assignee, Marvin I. Anderson, be and he is hereby authorized to exercise the power of sale contained in both of the mortgages filed in these proceedings.

Approved:

Matthew S. Evans
Judge

Arthur A. Anderson, Jr.
Attorney for Defendants

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LIBER 10 PAGE 10 LIBER 120 PAGE 281

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM GEORGE WILLIAMS, JR., AND ANNA GRACE WILLIAMS, HIS WIFE	*	NO. 13,115 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Seven thousand dollars ($7,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of June, in the year Nineteen hundred and fifty-nine.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in two mortgages from William George Williams, Jr., and Anna Grace Williams, his wife, to the Capital Building and Loan Association of Baltimore City, a body corporate, the first bearing date the twenty-ninth day of September, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 434, folio 82, and the second bearing date the third day of July, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 694, folio 426, and

Bond Filed and Approved this 8th day of June 1959
George T. Cromwell, Clerk

FILED
1959 JUN -8 AM 10:29

26

assigned by mesne assignments to Marvin I. Anderson on March 5, 1959, for the purposes of foreclosure, and

WHEREAS, default having been made in the payment of each of the said mortgage debts and interests thereon, the said Marvin I. Anderson, under said power, is about to sell said property.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson shall well and truly and faithfully perform the trust reposed in him under the mortgages 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 Marvin I. Anderson set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first hereinabove written.

Signed, sealed and delivered in the presence of

Myrtle Stevens

Marvin I. Anderson (SEAL)

NATIONAL SURETY CORPORATION

By: Marvin I. Anderson
Attorney-in-fact

27

ANDERSON & ANDERSON
Attorneys at Law
20 West Street
Annapolis, Maryland

Assignee's Sale

of Valuable Improved Waterfront Property

AT BOULEVARD PARK, LAKE SHORE, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in two mortgages from William George Williams, Jr., and Anna Grace Williams, dated September 29, 1947, and July 3, 1952, to The Capital Building and Loan Association of Baltimore City, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 434, folio 82, and in Liber J.H.H. No. 694, folio 426, respectively, default having occurred in the payment of the two said mortgages, the undersigned assignee will sell at the Cour House Door, Church Circle, in the City of Annapolis, Anne Arundel County, Maryland,

on Wednesday, July 1, 1959, at 11 o'clock A. M.

All those three lots or parcels of ground known and designated as Lots numbered fifteen (15), sixteen (16), and seventeen (17), in Section 44 on the plat of Boulevard Park on the Magothy (Property of Boulevard Realty Company, Incorporated), recorded among the plat records of Anne Arundel County in Plat Book G. W. Section 2, folio 98, now filed in Plat Book No. 13, pake 36, situate at Lakeshore in the Third Electioo District of Anne Arundel County, Maryland, frooting on the Magothy River and abutting Magothy Road in the rear of said lots, together with the improvements thereon, being the same property which was conveyed by William G. Williams and wife to the said William George Williams, Jr., and Anna Grace Williams, his wife, by deed doted September 29, 1947, and recorded amoog the land records of Anne Arundel County in Liber J.H.H. No. 434, folio 79.

28 Together with the rights and privileges granted and subject to the conditions set forth in a deed from Bonio H. Bittle and wife to William G. Williams and wife, dated May 27, 1933, aod recorded among the aforesaid land records in Liber F.S.R. No. 104, folio 469.

Improved by a five-room frame dwelling house contaioing bathroom with oil hot water heat and a part basement aod by a ooe-car frame garage.

TERMS OF SALE: One thousand dollars lo cash or by certified check will be required of the purchaser at the time and place of sale, the balaoce in cash upon ratification of the sale by the Circuit Court for Anne Aruodel County, the unpaid purchase money to bear interest from the date of sale to date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

MARVIN I. ANDERSON
Assignee
GEORGE W. SCIBLE
Auctioneer

Ju-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 120 PAGE 283

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 25, 1959

We hereby certify, that the annexed

Assignee's Sale

Equity 13,115

George Williams, 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 1st day of July, 1959. The first insertion being made the 4th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 JUN 25 By [illegible]

ANDERSON & ANDERSON
ATTORNEYS AT LAW
20 West Street
Annapolis, Maryland

Eq 13115

LIBER 120 PAGE 284

ASSIGNEE'S SALE

OF VALUABLE IMPROVED WATERFRONT PROPERTY AT BOULEVARD PARK, LAKESHORE ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in two mortgages from William George Williams, Jr., and Anna Grace Williams, dated September 29, 1947, and July 3, 1952, to The Capital Building and Loan Association of Baltimore City, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 434, folio 82, and in Liber J. H. H. No. 694, folio 426, respectively, default having occurred in the payment of each of the two said mortgages, the undersigned assignee will sell at the Court House Door, Church Circle, in the City of Annapolis, Anne Arundel County, Maryland,

ON WEDNESDAY, JULY 1, 1959,
AT 11:00 O'CLOCK A. M.

All those three lots or parcels of ground known and designated as Lots numbered fifteen (15), sixteen (16), and seventeen (17), in Section 44 on the plat of Boulevard Park on the Magothy (Property of Boulevard Realty Company, Incorporated), recorded among the plat records of Anne Arundel County in Plat Book G. W. Section 2, folio 98, now filed in Plat Book No. 13, page 36, situate at Lakeshore in the Third Election District of Anne Arundel County, Maryland, fronting on the Magothy River and abutting Magothy Road in the rear of said lots, together with the improvements thereon, being the same property which was conveyed by William G. Williams and wife to the said William George Williams, Jr. and Anna Grace Williams, his wife, by deed dated September 29, 1947, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 434, folio 79.

Together with the rights and privileges granted and subject to the conditions set forth in a deed from Bonio H. Bittle and wife to William G. Williams and wife, dated May 27, 1933, and recorded among the aforesaid land records in Liber F. S. R. No. 104, folio 469.

Improved by a five-room frame dwelling house containing bathroom with oil hot water heat and a part basement and by a one-car frame garage.

Terms of sale: One thousand dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court of Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to date of settlement, or all cash at the time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

MARVIN I. ANDERSON
Assignee

FILED
1959 JUL -1 AM 11:55

24

LIBER 120 PAGE 285

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this first day of July in the year nineteen hundred fifty-nine sold the property described in the within hand bill at and for the sum of Forty five hundred dollars to Capital Savings and Loan Association Inc, ~~(he)(she)~~(it) being then and there the highest bidder therefor, and I further certify that the sale was fairly made.

Robert H. Campbell
Auctioneer

PURCHASER'S AGREEMENT

~~I~~ Capital Savings & Loan Association Inc.) do(es) hereby certify that (I)(it) ha(~~ve~~)(s) this 1st day of July in the year nineteen hundred fifty-nine purchased from MARVIN I. ANDERSON, ASSIGNEE, the property described in the within hand bill at and for the sum of Forty Five Hundred dollars and hereby agree(s) to comply with the terms of sale.

WITNESS (my hand and seal)

WITNESS:

John Dunlap

Capital Savings and Loan Association Inc.
By Charles F. Loos (SEAL)
Vice President

FILED
1959 JUL -1 AM 11:55

Exhibit A

30

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM GEORGE WILLIAMS, JR., AND ANNA GRACE WILLIAMS, HIS WIFE	*	NO. 13,115 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson, the Assignee for the purpose of foreclosure, respectfully shows:

That after giving bond for the faithful discharge of his duties under the powers of sale contained in each of the two mortgages mentioned in said bond, which was duly approved, and having given notice of the time, place, manner, and terms of sale by advertisement printed in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said advertisement having been published once in each week for three successive weeks before the day of sale, the first such publication having been not less than twenty days prior to the day of sale and by hand bills posted upon the premises and also posted throughout Anne Arundel County and in Baltimore City, he did pursuant to said notice, attend at the Court House Door in the City of Annapolis on Wednesday, July 1, 1959, at eleven o'clock a.m., the time and place so advertised, and then and there proceeded to sell said real estate, being all those three lots or parcels of ground known and desigi-nated as Lots numbered fifteen (15), sixteen (16), and seventeen (17), in Section 44 on the plat of Boulevard Park on the Magothy (Property of Boulevard Realty Company, Incorporated), recorded among the plat records of Anne Arundel County in Plat Book G.W.

Filed
1959 JUL -1 PM 1:54

31

Section 2, folio 98, now filed in Plat Book 13, page 36, situate at Lakeshore in the Third Election District of Anne Arundel County, Maryland, fronting on the Magothy River and abutting Magothy Road in the rear of said lots, together with the improvements thereon, being the same property which was conveyed by William G. Williams and wife to William George Williams, Jr., and Anna Grace Williams, his wife, by deed dated September 29, 1947, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 434, folio 79; together with the rights and privileges granted and subject to the conditions set forth in a deed from Bonio H. Bittle and wife to William G. Williams and wife, dated May 27, 1933, and recorded among the aforesaid land records in Liber F.S.R. No. 104, folio 469; improved by a five-room frame dwelling house containing bathroom with oil hot water heat and a part basement and by a one-car frame garage, to Capital Savings & Loan Association, Inc., for the sum of Forty-five hundred ($4,500.00) dollars, (he) (she) (they) (it) being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement, and Auctioneer's Certificate is filed herewith marked "Exhibit 'A'."

Marvin I. Anderson, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 1st day of July, in the year nineteen hundred fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid personally appeared Marvin I. Anderson, the Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his know-

ledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal notarial.

33

Myrtle Sturm
Notary Public

ORDER NISI

In The Matter of The Sale of
The Mortgaged Real Estate of
William George Williams, Jr., and
Anna Grace Williams, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,115 Equity

Ordered, this 1 day of July, 1959, That the sale of the Property in these proceedings mentioned made and reported by Marvin I. Anderson, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

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

George T. Cromwell Clerk.

True Copy,

FILED
1959 JUL 1 AM 11:54

TEST: _____ Clerk.

(Final Order)

In The Matter of The Sale of
The Mortgaged Real Estate of
William George Williams, Jr., and
Anna Grace Williams, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
_____ Term, 19

ORDERED BY THE COURT, This 11th day of August, 1959 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 AUG 11 PM 1:41

34

LIBER 120 PAGE 289

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,115 Equity

In the Matter of The Sale of The Mortgaged Real Estate of William George Williams, Jr., and Anna Grace Williams, his wife
versus

Ordered, this 1st day of July, 1959, That the sale of the Property in these proceedings mentioned made and reported by Marvin I. Anderson, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

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

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

35

OFFICE OF

THE ★ STAR

GLEN BURNIE, MD., July 31, 19 59

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 31st day of July 1959, that is to say the same was inserted in the issues of July 9,16,23,30, 1959

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED
1959 JUL 31 PM 3:24

By Edith Greenwood

LIBER 120 PAGE 290

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
William George Williams, Jr.,
and
Anna Grace Williams, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,115 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

August 27, 1959

36

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William George Williams, Jr., and Anna Grace Williams, his wife

			in ac.	
To Assignee for Commissions, viz:	165	79		
To Assignee for Fees, viz:	125	00	290	79
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	52	00		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	18	00		
			91	45
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	14		
The Star - order nisi on sale	8	00		
The Stat - order nisi on auditor's acct	8	00		
Whitmore Printing & Stationery Co.-handbills	17	51		
National Surety Corp. - bond premium	28	00		
Robert H. Campbell - auctioneer's fee	45	00		
Clerk of Court - recording two assignments	2	00		
Treasurer of United States - Certificate under Soldiers' and Sailors' R. Act	1	50		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	4	95		
Myrtle Sturm - notary fee		50		
Arthur A. Anderson, Jr. - fee for legal services (Order 7/20/59)	50	00	211	08
To Capital Savings and Loan Ass'n., Inc., mortgagee - this balance on account first mortgage claim	3,964	28	3,964	28
			4,557	60
Amount of first mortgage claim filed	4,982	47		
Interest on principal balance of $4,791.87 from 2/28/59 to 7/1/59 - 4 months @ 6%	95	84		
	5,078	31		
Cr. Amount allowed above	3,964	28		
Balance subject to decree in personam	1,114	03		

37

with Marvin I. Anderson, Assignee Cr.

1959							
July	1	Proceeds of Sale		4,500	00		
		Interest on deferred payment of					
		$3,500.00 to 8/15/59		26	25	4,526	25
		Refund 1959 State and County taxes -					
		6 months		31	35	31	35
						4,557	60

LIBER 120 PAGE 293

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ William George Williams, Jr., and Anna Grace Williams, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,115 Equity.

1959 AUG 28 AM 10:30

ORDERED, This 28th 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 5th day of ~~September~~, 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 5th day of ~~September~~ October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of October, 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 OCT -6 PM 2:29

D. Bowie Duckett

39

OFFICE OF

LIBER 120 PAGE 294

THE ★ STAR

GLEN BURNIE, MD., September 25, 1959

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 25th day of September 19 59 , that is to say the same was inserted in the issues of Sept. 3,10,17,24, 1959

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED
1959 SEP 25 PM 3:49

By Edith Greenwood

40

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,115 Equity

In the Matter of The Sale of The Mortgaged Real Estate of William George Williams, Jr., and Anna Grace Williams, his wife
versus

Ordered, this 28th 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 5th 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 5th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
To Sept. 24

LIBER 120 PAGE 295

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THE CEDARHURST CONSTRUCTION COMPANY	:	BALTIMORE COUNTY (In Equity) Case A 13,017 Equity

Mr. Clerk:

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

1. Original Mortgage from the said The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated January 30th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1182 folio 532.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 DEC 27 AM 10:03

City and County Form.

LIBER 120 PAGE 296

LIBER 1182 PAGE 532

13,017 Equity

This Mortgage,

Made this 30th day of January, in the year one thousand, nine hundred and fifty-eight, between The Cedarhurst Construction Company, a body corporate of, ~~and~~ 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 FIFTY-TWO THOUSAND FORTY-FIVE and 00/100 ($52,045.00) 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 4% for six months and 2 days to be paid on August 1, 1958 and thereafter at the rate of 5 1/2% ~~per annum in the manner following:~~

By the payment of FOUR HUNDRED TWENTY FIVE AND 27/100ths ($425.27) Dollars, commencing on the first day of August, 19 58., 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 those lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 1,2,3,4 and 5 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

SEE DEED dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in GTC 1154 folio 229 which was granted and conveyed by Edward Gordon Grau and Anne Harriet Grau, his wife to the within named Mortgagor.

FILED

1958 DEC 27 AM 10:03

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rent of forever, in fee-simple.

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.

3

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...$1,000.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

Robert E. Nayden

ROBERT E. NAYDEN

THE CEDARHURST CONSTRUCTION COMPANY (SEAL)

By Benjamin E. Masters President (SEAL)

(SEAL)

(SEAL)

LIBER 120 PAGE 299

LIBER 1182 PAGE 535

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 30th day of January, 19 58., before me, a Notary Public of said State, personally appeared Benjamin E. Masters President of The Cedarhurst Construction Company

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized ~~Vice~~-President of said corporation, by signing the name of the corporation by himself as ~~Vice~~ President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Robert F. Nayden

ROBERT F. NAYDEN Notary Public

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Jan. 31, 1958, at 9 08 A.M.

Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

THE CEDARHURST CONSTRUCTION COMPANY

PLAINTIFF'S EXHIBIT "A"

Application no. 46783
Written by ep
Examined
Approved by
Ready for Record

5

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

LIBER 120 PAGE 300

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,017

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 30th day of January 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1182 Folio 532 .

Amount of Mortgage	$52,045.00
Amount paid on principal	- - - -
	52,045.00
Plus - interest to 2/25/59	2,237.82
	54,282.82
Plus - Fire insurance premium	141.25
	54,424.07
Less - credit from Trustee account	832.72
	53,591.35

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February 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 FEB 20 AM 10:25

Clara M. Link

Clara M. Link Notary Public

6

~~Maryland~~ Attorney's Bond.

1-369

280312
LIBER 120 PAGE 301
LIBER 9 PAGE 528

227 ST PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

80 JOHN STREET
NEW YORK, N Y

Know All Men by These Presents:

CASE #13017 Equity

That we Walter S. Calwell Baltimore Federal Building Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTY-THREE THOUSAND, SIX HUNDRED AND 00/100 ($53,600.00) 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 18th day of February in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association bearing date the 30th day of January nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1182, Folio 532, and

Lots 1-2-3-4-5- Sharonville
Anne Arundel County Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

~~as~~ him

do and shall well and truly and faithfully perform the trust reposed in 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. Kruk

~~Witness~~ As to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H.H. Nichols Attorney-in-Fact

Bond Approved this 20th day of February 1959
George P. Cromwell Clerk

1959 FEB 20 AM 10:26

7

LIBER 120 PAGE 302

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) Docket 13,017

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 30th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1182 folio 532 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~xx~~ 1959 at Two P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

Being known and designated as Lots Nos. 1, 2, 3, 4 and 5 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 FEB 28 AM 9:18

LIBER 120 PAGE 303

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated January 30th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182 folio 532 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at two P.M.

all those fee simple lots of ground, situated and lying in the Third Election District of Anne Arundel County in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the east side of Rock Creek Road and west side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 1, 2, 3, 4, and 5 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of completed and substantially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, forced air oil fired heat, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lots Nos. 2, 3, 4 and 5 above are subject to certain utility and drainage easements 10 feet in width, the centre line of which is the rear line of said lots.

Lot No. 1 above is subject to certain drainage easement, 10 feet in width, across the side and rear thereof, the centre line of which being the division and rear line of said lot as indicated on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately, and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

BY TERMS OF SALE, a cash deposit of ~~five hundred~~ $300.00 if sold separately and $1200.00 if sold as an entirety ~~(five hundred 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 as an entirety to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirty Thousand ($30,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

LIBER 120 PAGE 305

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,017 Equity

Ordered, this 28th day of February, 1959, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $30,000.00

FILED 1959 FEB 28 AM 9:18

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans JUDGE.

FILED

1959 APR -7 PM 2:22

19

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated January 30th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182 folio 532 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959
commencing at two P.M.

all those fee simple lots of ground, situated and lying in the Third Election District of Anne Arundel County in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the east side of Rock Creek Road and west side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 1, 2, 3, 4, and 5 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of completed and substantially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, forced air oil fired heat, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lots Nos. 2, 3, 4 and 5 above are subject to certain utility and drainage easements 10 feet in width, the centre line of which is the rear line of said lots.

Lot No. 1 above is subject to certain drainage easement, 10 feet in width, across the side and rear thereof, the centre line of which being the division and rear line of said lot as indicated on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately, and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 120 PAGE 306

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed Attorney's Sale

Cedarhurst Construction Co.
Liber 1182 Folio 532

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 February, 1959. The first insertion being made the 29th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 MAR -4 PM 3:29

By Marie Pate

LIBER 120 PAGE 307

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,017

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Fifty-three Thousand Six hundred ($53,600.00) Dollars with the New Amsterdam Casualty Company, as surety, did on February 25th, 1959 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, for lack of a higher bid, for the sum of Thirty Thousand ($30,000.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $53,600.00 to that of $30,000.00

FILED

1959 MAR 20 AM 9:31

12

AND AS IN DUTY BOUND ETC.,

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST:

BY _____
Joseph M. Hisley, Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of March, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney, Named in the Mortgage, and made oath in due form of Law that the matters and facts set forth herein are true to the best of hisknowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

13

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $53,600.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $30,000.00.

Matthew S. Evans
Judge

FILED
1959 MAR 23 AM 10:29

14

LIBER 120 PAGE 310

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13, 017 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
The Cedarhurst Construction Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $30,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,017

Cedarhurst Construction Co

$30,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 6 8 1959 APR -4 AM 9:57

15

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
The Cedarhurst Construction Company

In the
Circuit Court
For
Anne Arundel County
#13,017 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 V. Fickling
Auditor.

September 3, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedar- in ac.
hurst Construction Company

To Attorney for Fee, viz:	1,000	00		
To Attorney for Commissions, viz:	884	30	1,884	30
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	00		
Auditor - stating this account	13	50	57	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	26		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	5	20		
Balto. News Post - advertising sale	1	75		
New Amsterdam Casualty Co.-bond premium	120	00		
E.T. Newell & Co., Inc. -auctioneer's fee	30	00		
Norris O. Burgee - appraisal of property	300	00		
John G. Arthur - appraisal of property	300	00		
One-half Federal documentary stamps	16	50		
One-half State documentary stamps	33	00		
Clara M. Link - notary fees	1	25	888	96
To Attorney for Taxes, viz:				
1959 State and County taxes ($865.59) - adjusted - 1 month 25 days	132	29	132	29
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	27,251	96	27.251	96
			30,215	01
Amount of mortgage claim filed	53,591	35		
Cr. Amount allowed above	27,251	96		
Balance subject to decree in personam	26,339	39		

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

1959				
Feb.	25	Proceeds of Sale	30,000 00	
		Interest on deferred payment of $28,800.00 to 4/8/59	215 01	30,215 01
				30,215 01

1959 SEP 10 AM 1:19 FILED

ORDER NISI LIBER 120 PAGE 314

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
The Cedarhurst Construction
Company

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,017 Equity.

ORDERED, This 9th day of September, 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 19th 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 19th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of October, 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 OCT 20 AM 11:27

O. Bowie Duckett
JUDGE

LIBER 120 PAGE 315

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Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13.017 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
vs.
The Cedarhurst Construction Company

Ordered, this 9th day of September, 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 19th 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 19th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1959

We hereby certify, that the annexed Order Nisi Eq. 13.017 Auditor Account The Cedarhurst Construction Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of October, 1959. The first insertion being made the 17th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 4559 OCT -5 PM 2:04

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) CASE B
		13,018 Equity

Mr. Clerk:

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

1. Original Mortgage from the said The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 6th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1184 folio 119.

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1958 DEC 27 AM 10:03

City and County Form.

LIBER 120 PAGE 317
LIBER 1184 PAGE 119

13.018 Equity

This Mortgage,

Made this 6th day of February, in the year one thousand, nine hundred and fifty-eight, between The Cedarhurst Construction Company, a body corporate of ..., 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 FIFTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FIVE and 00/100 ($51,835.00) 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 4% for six months and 23 days to be paid on September 1, 1958 and thereafter at the rate of 6% per annum in the manner following:

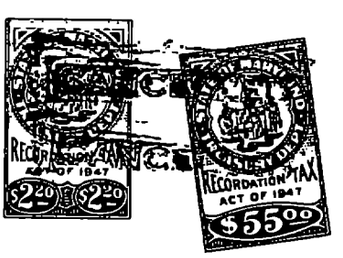
By the payment of Four hundred thirty-seven and 45/100 ($437.45) Dollars, commencing on the first day of September, 19 58., and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, 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 those lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 19, 20, 21, 22 and 23 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

SEE DEED dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in GTC 1154 folio 229 which was granted and conveyed by Edward Gordon Grau and Anne Harriet Grau, his wife to the within named Mortgagor.



FILED

1958 DEC 27 AM 10:03

2

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

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

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

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.....$1,000.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

Robert E. Nayden

ROBERT E. NAYDEN

THE CEDARHURST CONSTRUCTION COMPANY, INC. (SEAL)

By Benjamin E. Masters President

.....(SEAL)

.....(SEAL)

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STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 1184 PAGE 122

On this 6th day of February, 19 58, before me, a Notary Public of said State, personally appeared Benjamin E. Masters President of The Cedarhurst Construction Company

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Robert E. Nayden
ROBERT E. NAYDEN Notary Public

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Feb. 7, 1958, at 9.01 A.M.
Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
THE CEDARHURST CONSTRUCTION COMPANY

PLAINTIFF'S EXHIBIT "A"

Application No. 46840
Written by ep
Approved by
Examiner
Ready for Record

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,018

LIBER 120 PAGE 321

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 6th day of February 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1184 Folio 119.

Amount of Mortgage	$51,835.00
Less - amount paid on principal	- - - - -
	51,835.00
Plus - interest to 2/25/59	2,177.04
	54,012.04
Plus - first insurance premium	141.25
	54,153.29
Less - credit from Trustee account	1,033.86
	53,119.43

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February in the year nineteen hundred and fifty-nine before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

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

AS WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link Notary Public

FILED
1959 FEB 20 AM 10:26

6

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

280310

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

LIBER 120 PAGE 322

LIBER 9 PAGE 529

Know All Men by These Presents:

CASE #13018 Equity

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

as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTY-THREE THOUSAND, TWO HUNDRED AND 00/100 ($53,200.00) - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 18th - - - - - - - - - - - - - - - - day of February in the year nineteen hundred and fifty-nine.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association bearing date the 6th day of February nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1184, Folio 119, and

Lots Nos. 19-20-21-22-23 Sharonville
Anne Arundel County Md

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Funk
Witness as to Surety.

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

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

FILED
1959 FEB 20 AM 10:26

7

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,018

LIBER 1201 PAGE 323

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 6th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1184 folio 119 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~ck~~ 1959 at 2.30 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lots Nos. 19, 20, 21, 22 and 23 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 FEB 28 AM 9:19

8

$300.00 if sold separately

BY TERMS OF SALE, a cash deposit of ~~Five Hundred~~ and $1200.00 if sold as an entirety ~~(Five Hundred) Dollars~~ was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold as an entirety to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twenty Thousand ($20,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 6th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1184 folio 119 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 2:30 P.M.

all those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the south side of Sharon Drive and described as follows:

Being known and designated as Lots Nos. 19, 20, 21, 22 and 23 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of completed and partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, forced air oil fired heat, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Said lots are subject to certain utility and drainage easements in and through the rearmost 20 feet thereof as shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately, and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

ned

LIBER 120 PAGE 325

ORDER NISI

LIBER 120 PAGE 326

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,018 Equity

Ordered, this 28th day of February, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $20,000.00

FILED 1959 FEB 28 AM 9:18

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Ensor

JUDGE.

FILED

1959 APR -7 PM 2:22

CALLAHAN and CAL[illegible]LL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 6th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1184 folio 119 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 2:30 P.M.

all those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the south side of Sharon Drive and described as follows:

Being known and designated as Lots Nos. 19, 20, 21, 22 and 23 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of completed and partially, completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, forced air oil fired heat, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Said lots are subject to certain utility and drainage easements in and through the rearmost 20 feet thereof as shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately, and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 120 PAGE 327

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed Attorney's Sale

Cedarhurst Construction Co.
Liber 1184 Folio 119

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 February, 1959. The first insertion being made the 29th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 MAR -4 PM 1:39

By Marie Pate

LIBER 120 PAGE 328

WALTER S. CALWELL, Attorney Named in the Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,018

TO THEHONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Fifty-three Thousand two Hundred ($53,200.00) Dollars with the New Amsterdam Casualty Company, as surety, did on February 25th, 1959 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, for lack of a higher bid, for the sum of Twenty Thousand ($20,000.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and theOrder Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $53,200.00 to that of ~~$20,000.00~~

FILED

1959 MAR 20 AM 9:31

12

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Joseph M. Hisley, Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell, Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of March, 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 made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $53,200.00, and approved by this Court, be and the same is hereby decreased to appear in the Penalty of $20,000.00.

Matthew S. Evans
Judge

FILED
1959 MAR 23 AM 10:29

4

LIBER 120 PAGE 331

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,018 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
The Cedarhurst Construction Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $20,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,018 E

Cedarhurst Construction Co.

$20,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

APR -4 AM 9:56

No. M. G. 6 8 959

15

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

The Cedarhurst Construction
Company

In the

Circuit Court

For

Anne Arundel County

No. 13,018 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.

September 3, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedarhurst Construction Company in ac.

To Attorney for Fee, viz:	1,000	00		
To Attorney for Commissions, viz:	634	31	1,634	31
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	00		
Auditor - stating this account	13	50	57	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	58	12		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	5	20		
Balto. News Post - advertising sale	1	75		
New Amsterdam Casualty Co.- bond premium	80	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	30	00		
One-half Federal documentary stamps	11	00		
One-half State documentary stamps	22	00		
Clara M. Link - notary fees	1	25	229	32
To Attorney for Taxes, viz: 1959 State and County taxes ($700.50) - adjusted - 1 month 25 days	104	94	104	94
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	18,117	55	18,117	55
			20,143	62
Amount of mortgage claim filed	53,119	43		
Cr. Amount allowed above	18,117	55		
Balance subject to decree in personam	35,001	88		

17

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

1959				
Feb.	25	Proceeds of Sale	20,000 00	
		Interest on deferred payment to 4/8/59	143 62	20,143 62
				20,143 62

1959 SEP 10 P.M. 2:22

ORDER NISI

LIBER 120 PAGE 335

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

The Cedarhurst Construction Company

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,018 Equity.

ORDERED, This 9th day of September, 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 19th 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 19th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of October, 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 OCT 20 P.M. 11:27

D. Bruce Duckett
Judge

OFFICE F

LIBER 120 PAGE 336

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. 13,018 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
vs.
The Cedarhurst Construction Company

Ordered, this 9th day of September, 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 19th 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 19th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,018 Auditor Account. The Cedarhurst Construction Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of October, 1959. The first insertion being made the 17th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1959/0874-5 PM 2:04

20

LIBER 120 PAGE 337

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) CASE C

Mr. Clerk:

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

1. Original Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 14th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1185 folio 576.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 DEC 27 AM 10:03

City and County Form.

LIBER 120 PAGE 338

LIBER 1185 PAGE 576 13,019 Equity

This Mortgage,

Made this 14th day of February, in the year one thousand, nine hundred and fifty-eight, between The Cedarhurst Construction Company, a body corporate of, 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 FIFTY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE and 00/100 ($51,625.00) 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 4% for six months and 15 days to be paid on ~~September 1, 1958~~ and thereafter at the rate of 6% ~~per annum in the manner following~~:

By the payment of Four hundred thirty-five and 68/100 ($435.68) Dollars, commencing on the first day of September, 19 58, 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 those lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 24, 27, 31, 32 and 33 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

SEE DEED dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in GTC 1154 folio 229 which was granted and conveyed by Edward Gordon Grau and Anne Harriet Grau, his wife to the within named Mortgagor.

FILED

1958 DEC 27 AM 10:03

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 and during 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 yearly rent or forever, in fee-simple.

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 $1,000.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

THE CEDARHURST CONSTRUCTION COMPANY (SEAL)

By ..... (SEAL)
BENJAMIN E. MASTERS, President

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

..... (SEAL)

..... (SEAL)

LIBER 120 PAGE 341
LIBER 1185 PAGE 579

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 14th day of February, 19 58., before me, a Notary Public of said State, personally appeared Benjamin C. Masters

President of The Cedarhurst Construction Company

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

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

Maurice F. Mackey Jr.
MAURICE F. MACKEY, JR. / Notary Public

Rec'd for record Feb 14, 1958 at 3:20 PM.
Mailed to The Colonial Title Guarantee Co

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

THE CEDARHURST CONSTRUCTION COMPANY

PLAINTIFF'S EXHIBIT "A"

Application No. 16842
Written by ep
Approved by
Examiner
Ready for record

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

LIBER 120 PAGE 342

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,019

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 14th day of February 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1185 Folio 576 .

Amount of Mortgage		$51,625.00
Less - amount paid on principal		- - - - -
		51,625.00
Plus - interest to 2/25/59		2,122.36
		53,747.36
Plus - fire insurance premium		141.25
		53,888.61
Less - credit from Trustee account		3,513.00
		50,375.61

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February 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.

WITNESS my hand and Notarial seal.

FILED

1959 FEB 20 AM 10:26

Clara M. Link

Clara M. Link Notary Public

6

XXXXXXXXXXAttorney's Bond. 1-369

LIBER 120 PAGE 343

280309

NEW AMSTERDAM CASUALTY COMPANY

LIBER 9 PAGE 530

... ST PAUL STREET
BALTIMORE, MD

... JOHN STREET
NEW YORK, N Y

CASE #13019 Equity

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Md. as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTY THOUSAND, FOUR HUNDRED AND 00/100 ($50,400.00) 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 18th day of February in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association bearing date the 14th day of February nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1185, Folio 576, and

Lots 24-27-31-32-33 Sharonville
Anne Arundel County - Maryland

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Fink

XXXXXX

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

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
H. H. Nichols Attorney-in-Fact

Bond approved this 20th day of February 1959
George T. Cromwell, Clerk

1959 FEB 20 AM 10:26

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 14th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1185 folio 576 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 2:45 P.M.

All those fee simple lots of ground situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the east side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 24, 27, 31, 32, and 33 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

Lot 33 is unimproved and the improvements on each of the other lots consist of completed and partially completed split level dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, forced air oil fired heat, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lot 24 is subject to certain drainage easements along the north and easternmost boundaries thereof: and also to certain utility and drainage easement in and through the rearmost 20 feet thereof as indicated and shown on the aforementioned Plat.

Lots Nos. 27, 31, 32 and 33 above are subject to certain utility and drainage easements in and through the rearmost 10 feet thereof as shown on the aforementioned Plat.

Lot 33 on the aforesaid Plat (now located with reference to lot 37 on an earlier Plat of Sharonville, recorded in Plat Book 24 folio 3) is subject to an easement or grant of right of way across the same from Sharon Drive to the rear line thereof in favor of Roy L. Brumwell and wife, as provided in an agreement dated March 11th, 1957 and recorded in Liber G. T. C. No. 1105 folio 1.

LIBER 120 PAGE 344

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (IN EQUITY)
THE CEDARHURST CONSTRUCTION COMPANY	:	No. 13,019

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 14th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1185 folio 576 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~at~~ 1959 at 2.45 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as lots Nos. 24, 27, 31, 32 and 33 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 FEB 28 AM 9:19

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $100.00 wil be required of the purchaser for the unimproved lot and a cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale for each of the other lots, if sold separately; and if sold as an entirety, a cash deposit of $1000.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

One Thousand ($1,000.00)
BY TERMS OF SALE, a cash deposit of ~~Five Hundred~~ ~~($500.00) Dollars~~ was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold as an entirety to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twenty Thousand ($20,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell -
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 120 PAGE 346

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,019 Equity

Ordered, this 28th day of February, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $ 20,000.00

FILED 1959 FEB 28 A.M. 9:19
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Brown
JUDGE.

FILED
1959 APR -7 PM 2:22

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Bulld'
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 14th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1185 folio 576 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 2:45 P.M.

All those fee simple lots of ground situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the east side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 24, 27, 31, 32 and 33 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

Lot 33 is unimproved and the improvements on each of the other lots consist of completed and partially completed split level dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, forced air oil fired heat, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lot 24 is subject to certain drainage easements along the north and easternmost boundaries thereof; and also to certain utility and drainage easement in and through the rearmost 20 feet thereof as indicated and shown on the aforementioned Plat.

Lots Nos. 27, 31, 32 and 33 above are subject to certain utility and drainage easements in and through the rearmost 10 feet thereof as shown on the aforementioned Plat.

Lot 33 on the aforesaid Plat (now located with reference to lot 37 on an earlier Plat of Sharonville, recorded in Plat Book 24 folio 3) is subject to an easement or grant of right of way across the same from Sharon Drive to the rear line thereof in favor of Roy L. Brumwell and wife as provided in an agreement dated March 11th, 1957 and recorded in Liber G. T. C. No. 1103 folio 1.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $100.00 will be required of the purchaser for the unimproved lot and a cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale for each of the other lots, if sold separately; and if sold as an entirety, a cash deposit of

OFFICE OF

LIBER 120 PAGE 347

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 19 59

We hereby certify, that the annexed

Attorney's Sale

Cedarhurst Construction Co

Liber 1185 folio 576

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 25th day of February, 19 59. The first insertion being made the 29th day of January, 19 59.

THE CAPITAL-GAZETTE PRESS, INC.

By James Yates

FILED

1959 MAR -4 PM 1

$1000.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

m-19

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,019

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the filing of an approved Bond in the penalty of Fifty Thousand four Hundred ($50,400.00) Dollars with the New Amsterdam Casualty Company, as surety, did on February 25th, 1959 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, for lack of a Higher bid, for the sum of Twenty Thousand ($20,000.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE your Petitioner prays that this Honorable Court passits Order, in these proceedings, decreasing the Bond filed from the original penalty of $50,400.00 to that of $20,000.00.

FILED

1959 MAR 20 AM 9:32

12

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Joseph M. Hisley, Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th, day of March, 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 made oath in due form of Law that the matters and facts set forth herein are true to the vest of his knowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $50,400.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $20,000.00.

_____
Judge

FILED
1959 MAR 23 AM 10:29

LIBER 120 PAGE 351

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi - Eq. 13,019

Cedarhurst Construction Co

$20,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By R. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13, 019 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
The Cedarhurst Construction Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $20,000.00.

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

FILED

No. M. C. 1959 APR 4 AM 9:57

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.

The Cedarhurst Construction
Company

In the

Circuit Court

For

Anne Arundel County

No. 13,019 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

September 3, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedarhurst Construction Company in ac.

To Attorney for Fee, viz:	1,000 00	
To Attorney for Commissions, viz:	634 31	1,634 31
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	34 00	
Auditor - stating this account	13 50	57 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	66 88	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	12 00	
Tne Sun - advertising sale	5 20	
Balto. News Post - advertising sale	1 75	
New Amsterdam Casualty Co. -bond premium	80 00	
E.T. Newell & Co.,Inc. - auctioneer's fee	30 00	
One-half Federal documentary stamps	11 00	
One-half State documentary stamps	22 00	
Clara M. Link - notary fees	1 25	238 08
To Attorney for Taxes, viz: 1959 State and County taxes ($531.36) - adjusted - 1 month 25 days	79 56	79 56
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	18,134 17	18,134 17
		20,143 62
Amount of mortgage claim filed	50,375 61	
Cr. Amount allowed above	18,134 17	
Balance subject to decree in personam	32,241 44	

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

1959				
Feb.	25	Proceeds of Sale	20,000 00	
		Interest on deferred payment to 4/8/59	143 62	
				20,143 62
				20,143 62

1959 SEP 10 PM 2:40

ORDER NISI LIBER 120 PAGE 355

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

The Cedarhurst Construction

Company

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,019 Equity.

ORDERED, This 9th day of September 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 19th 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 19th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of October, 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.

1959 OCT 20 AM 11:27

D. Bowie Duckett

Judge

LIBER 120 PAGE 356

OFFICE O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,019 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
vs.
The Cedarhurst Construction Company

Ordered, this 9th day of September, 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 19th 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 19th day of October next.

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

0-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,019
Auditor Account
Cedarhurst Construction Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of October, 1959. The first insertion being made the 17th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. C. Tilghman

FILED

No. M. G. 1959 OCT 13 PM 2:04

LIBER 120 PAGE 357

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, his wife

Docket ..... Folio .....
Case No. 19227 Equity
Filed .....

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 18th day of November A.D. 1955 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 $ 9,400.00 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 10:56

LIBER 9 PAGE 102

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

LIBER 120 PAGE 358

PETITIONER'S EXHIBIT NO. 17

No. 13227

This Mortgage, made this 18th day of November in the year one thousand nine hundred and fifty-five, between MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, 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 MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, his wife, - the sum of Nine Thousand Four Hundred and no/100 ($9,400.00)- - - - - - - - - - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five and one-half ($5\frac{1}{2}$%) per cent per annum, in the manner following:

By the payment of Fifty-seven and 75/100 ($57.75)- - - - - - - - - - - - - dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

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

SECOND: Towards the payment of the aforesaid principal sum.

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

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

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, 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 Thirty-three (33), fronting on the westernmost side of St. James Drive, as shown on the Plat of Section One (1) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, Folio 48. SAID LOT BEING SUBJECT to an easement twenty (20) feet wide along the northernmost lines of said lot for the installation of sanitary sewers and storm water drains, as shown on the aforementioned Plat of Section One (1) of Lehigh.

The improvements thereon being now known as No. 205 St. James Drive.

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

FILED

1959 MAY -9 AM 10:56

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5

LIBER 120 PAGE 361

LIBER 983 PAGE 105

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

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

WITNESS the hands and seals of the said Mortgagors.

TEST:

Thelma B. Breeden

THELMA B. BREEDEN

Michael Joseph Coleman (SEAL)

Michael Joseph Coleman

Helen Coleman (SEAL)

Helen Coleman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 8th day of November in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, 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.

Thelma B. Breeden

THELMA B. BREEDEN Notary Public.

My commission expires on May 6, 1957

Rec'd for record Nov. 25, 1955, at 1:40 P.M.

Per George T. Cromwell, Clerk.

Mailed to Podlich & Podlich

(3) 0

MORTGAGE

FROM

MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 25 Nov 1955 at 1:40 o'clock P M.

Same day recorded in Liber GTC No. 983 folio 102 &c. one of the Land Records of A.A.Co. and examined per GEORGE T. CROMWELL, Clerk.

Cost of Record $ PD

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

Property:
Lot No. 33 St. James Drive
(No. 205 St. James Drive)

Description approved

Ca/R.T.P.

Execution approved

RB

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

PETITIONER'S EXHIBIT NO. 2

LIBER 120 PAGE 362

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 13,227 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 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 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 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.

/s/ Dwight F. Brunk
Affiant.

Subscribed and sworn to before me this 7th day of May 1959

Elsie Curtis
Notary Public

ELSIE CURTIS NOTARY PUBLIC

FILED

1959 MAY -9 AM 10:56

6

STATEMENT OF MORTGAC CLAIM

LIBER 120 PAGE 363

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

MICHAEL JOSEPH COLEMAN, a n d

HELEN COLEMAN, his wife

DOCKET ..... FOLIO .....
CASE NO. 13,227 Equity
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 MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 18th day of November, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 983, folio 102, secured by the leasehold premises known as No. 205 St. James Drive.

Original Loan	$9,400.00
Amount repaid	624.29
Loan Balance	$8,775.71
Interest to 6/8/59	106.27
Late charges	6.76
	$8,888.74
Expense Account Credit	97.88
	$8,790.86

Aurora Federal Savings and Loan Association INCORPORATED 1895

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Viola G. Shults
[redacted], Vice President
VIOLA G. SHULTS

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of M A Y 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, [redacted]

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

FILED
1959 MAY -9 AM 10:56

1

DOCKET ..... FOLIO .....

CASE No. 13,227 Equity

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, 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 $9,700.00 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 $9700.00

Benjamin Michaelson
JUDGE

FILED
1959 MAY 11 AM 11:34

8

Judicial 10—MARYLAND—TRUSTEE TO S[illegible]

LIBER 10 PAGE 7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY LIBER 120 PAGE 365

STATE OF MARYLAND

Aurora Federal Savings and Loan Association

versus

Michael Joseph Coleman and Helen Coleman, his wife

No. 13,227 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 Seven Hundred and 00/100 - Dollars ($ 9,700.00) 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 Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Michael Joseph Coleman, and Helen Coleman, 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
ELSIE CURTIS

William F. Podlich (SEAL)
William F. Podlich

(SEAL)

Betty Morsell

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

Bond Approved this 5th day of June 1959.
George H. Cromwell Clerk

FILED
1959 JUN -5 AM 11:05

9

LIBER 120 PAGE 366

OFFICE (

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

Trustees' Sale

OF VALUABLE LEASEHOLD PROPERTY

205 St. James Drive
(BEING Lot No. 33 on Plat of Section 1 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 3:00 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 Thirty-three (33) fronting on the westernmost site of St. James Drive, as shown on the Plat of Section One (1) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, folio 46. Said lot being subject to an easement twenty (20) feet wide along the northernmost lines of said lot for the installation of sanitary sewers and storm water drains, as shown on the aforementioned Plat of Section One (1) of Lehigh. The improvements thereon being now known as No. 205 St. James Drive.

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 therefor 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

Published by

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

205 St. James Drive

13,221 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.

1959 JUN 11 AM 9:55

By R. Tilghman

11

LIBER 120 PAGE 367

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, vs. MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket 18 fo. 155 Equity No. 13227

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. 205 St. James Drive, (being lot No. 33 on the Plat of Section 1 of Lehigh) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in The Maryland Gazette) unto WILLIAM WURZBERGER and MADELINE M. WURZBERGER, his wife,

at and for the sum of Nine Thousand Four Hundred Twenty Five and no/100($9,425.00) 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 Nine Thousand, Four Hundred Twenty-Five and no/100 ——— 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.

William Wurzberger (SEAL)

Madeline M. Wurzberger (SEAL)

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1959 JUN 13 AM 9:56

17

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	NO. 13,227 - EQUITY
vs.	:	IN THE CIRCUIT COURT FOR
MICHAEL JOSEPH COLEMAN, a n d HELEN COLEMAN, his wife	:	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 205 ST. James Drive (Lot No. 33, Plat of Section One of LEHIGH, in the 3rd Election District of Anne Arundel County,) in the proceedings in said cause mentioned, respectfully shows, that afeer 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 end 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 M o n d a y the 8th day of J u n e, 1959, at 3:00 o'clock P.M. attend on the premises and then and there sold at Public Auction the property above referred to, unto WILLIAM WURZBERGER and MADELINE M. WURZBERGER, his wife, for the sum of Nine Thousand Four Hundred Twenty Five ($9,425.00) 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 Purchasers, the deposit of Five Hundred ($500.00) Dollars required by the terms of said Sale, and has also obtained the written agreement of the Purchasers to comply with the other of said terms, same being as set

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1959 JUN 13 AM 9:56

13

out in said Advertisement annexed hereto.

Said Trustee reports further that said property, so sold, was not owned by any invividual whose Military Status could or might affect the 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, towit:

I HEREBY CERTIFY that on this 11th 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

Elsie Curtis

Notary Public

ELSIE CURTIS

ORDER NISI

LIBER 120 PAGE 370

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

versus

MICHAEL JOSEPH COLEMAN, and HELEN COLEMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,227 Equity

Ordered, this 13th 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 20th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of July next.

The report states that the amount of sale was $9,425.00

_____ Clerk.

True Copy,

FILED 1959 JUN 13 AM 9:56

TEST: George T. Cromwell Clerk.

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

versus

MICHAEL JOSEPH COLEMAN, and HELEN COLEMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 21st day of July, 19 59 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED

1959 JUL 21 PM 1:42

OFFICE C.

LIBER 120 PAGE 371

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. 13,227 Equity

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, his wife

Ordered, this 13th 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 20th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of July next.

The report states that the amount of sale was $9,425.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,227

Michael Joseph Coleman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of July, 1959. The first insertion being made the 15th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

No. M. G. 9705

FILED

1959 JUL 10 PM 3:57

16

In the Case of

Aurora Federal Savings and Loan Association

vs.

Michael Joseph Coleman

and

Helen Coleman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,227 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Dickens
Auditor.

September 16, 1959

Dr. Aurora Federal Savings and Loan Association vs. Michael Joseph Coleman and Helen Coleman, his wife in ac.

To Trustee for Fee, viz:	35 00	
To Trustee for Commissions, viz:	316 54	351 54
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account	22 50	60 50
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	50 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	12 00	
U.S. Fidelity & Guaranty Co.-bond premium	38 80	
E.T. Newell & Co., Inc. - auctioneer's fee	150 00	
One-half Federal documentary stamps	5 23	
One-half State documentary stamps	10 45	
Elsie Curtis - notary fees	1 50	275 98
To Trustee for Taxes, viz:		
1959 State and County taxes ($158.97) adjusted - 5 months 8 days	69 77	69 77
To Trustee for Benefit Charges, viz:		
Metered water to 5/27/59	20 45	20 45
To Trustee for Ground Rent, viz:		
Semi-annual ground rent of $54.00 due 9/7/59 - 3 months 1 day	27 30	27 30
To Aurora Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	8,767 62	8,767 62
		9,573 16
Amount of mortgage claim filed	8,790 86	
Cr. Amount allowed above	8,767 62	
Balance subject to decree in personam	23 24	

with William F. Podlich, Trustee Cr.

1959				
June	8	Proceeds of Sale	9,425 00	
		Interest on deferred payment of $8,925.00 to 9/3/59 - 2 months 25 days	126 43	9,551 43
		Refund 1959 water and sewer benefit charges ($38.72) - 6 months 22 days	21 73	21 73
				9,573 16

LIBER 120 PAGE 375

ORDER NISI

Aurora Federal Savings and Loan Association

VERSUS

Michael Joseph Coleman

and

Helen Coleman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,227 Equity.

ORDERED, This 18th day of September, 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 26th 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 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of October, 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.

Matthew S. Evans.

Judge

LIBER 120 PAGE 376

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. 13.227 Equity
AURORA FEDERAL SAVINGS and LOAN ASSOCIATION
vs.
MICHAEL JOSEPH COLEMAN and HELEN COLEMAN, his wife

Ordered, this 18th day of September, 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 26th day of October next; Provided, a copy of ths Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of October next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:
GEORGE T. CROMWELL, Clerk

O-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,227

Auditor's Account

Michael Joseph Coleman et ux

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 October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11426 By H. Tilghman

21

LIBER 120 PAGE 377

In the matter of the mortgaged	: No. 13,303	Equity
real estate of	: In the Circuit Court for	
James E. Owen	: Anne Arundel County	

Mr. Clerk,

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

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

LIBER 120 PAGE 378

LIBER 1127 PAGE 384

L 3550

Equity No. 13,303

Purchase money

This Mortgage,

made this 14th day of June in the year one thousand nine hundred and fifty-seven, between JAMES E. OWEN of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

FOUR THOUSAND TWO HUNDRED DOLLARS ----------($4,200.00)

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

By the payment of THIRTY SIX DOLLARS ----------($36.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 9 and 11, Block 16, Section A, as shown on a plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5.

BEING the same property conveyed to the within-named Mortgagor by Nettie Plummer, Widow, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

M.T.C. 1127/382

6/14/57

FILED

1957 JUN 30 [illegible]

V

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent 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 himself, his heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

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

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

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

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

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

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

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may remain 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

James E. Owen (SEAL)

(SEAL)

(SEAL)

LIBER 120 PAGE 381
LIBER 1127 PAGE 387

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 14th day of June ,
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 James E. Owen
, the above named Mortgagor(s)
satisfactorily proven to be the person(s) whose name(s) is subscribed to the within Mortgage,
and acknowledged that he executed the same for the purposes
therein contained, and also he acknowledged the foregoing Mortgage to be his
act. At the same time also appeared Wilmer M. Johnson, President of said Mortgagee, and made oath in due form
of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Pauline M. Bozman

Rec'd for record June 17 19 57 at 12:47 P.M.
Mailed to Wm. W. Townshend, Jr.

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

Purchase money
MORTGAGE
FROM
James E. Owen

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... &c. one of
No. ..... folio ..... the Land Records of Anne Arundel County
examined per .....
1957 JUN 17 PM 12:47 Clerk.
Cost of Recording $ RECORDED IN LIBER G.T.C.
NO. 1127 FOLIO 387
GEO. I. CROMWELL, CLERK

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

In the matter of the mortgaged : No. 13,303 Equity
real estate of James E. Owen : In the Circuit Court for
: Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from James E. Owen dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 384 ----------		$4,200.00
Total amount paid on principal	$ 245.82	
Less: Credit Expense Account	63.69	309.51
		$3,890.49
Interest to June 30, 1959	$ 36.58	
Interest July 1, 1959 to July 28	18.48	
Late charges	6.80	61.86
Total amount of indebtedness due ----------		$3,952.35

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of June, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1959 JUN 30 AM 11:30

6

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

LIBER 120 PAGE 383

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

of

Equity No. 12,303

Valuable Improved Real Estate
at

Avalon Shores, Seventh District
of Anne Arundel County, Md.

Under and by virtue of a power of sale contained in a mortgage from James E. Owen dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 384, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JULY 28, 1959

at 11:00 o'clock A.M.

All that fee simple property situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 9 and 11, Block 18, Section A, as shown on a plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5.

Being the same property conveyed unto James E. Owen by Nettie Plummer, Widow, by deed dated June 14, 1957 and recorded among the aforesaid Land Records in Liber G.T.C. 1127, Folio 382.

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 purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette
July 2, 9, 16, 23

1959 JUN 30

AFFIDAVIT OF NON-MILITARY SERVICE

Equity No. 13,303

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 29th day of June ,
19 59 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr.,
Attorney named in mortgage,

plaintiff , in the above entitled cause, and made oath, in due form of law, that defendant s ,
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
James E. Owen, to the best of his knowledge and belief,

~~are~~ is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 29th day of June , 1959 .

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.
Notarial Seal

Alice Gary,
Notary Public.

My Commission will expire on: 5/1/61

Filed,

FILED
1959 JUN 30 AM 11:11

8

LIBER 120 PAGE 385

LIBER 10 PAGE 50

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

BOND NO. 298602

Equity No. 13,303

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 17th day of July, 1959.

WHEREAS: by virtue of a power of sale contained in a Mortgage from James E. Owen dated June 14, 1957, to the United Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 384, the said William W. Townshend Jr. 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 William W. Townshend Jr. 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 William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:

Alice Gary

William W. Townshend Jr. (SEAL)

Witness as to Surety:

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols

R. H. Nichols, Attorney-in-Fact

Bond filed and approved
this 20th day of July 1959
George T. Cromwell, Clerk

FILED

1959 JUL 20 PM 1:23

9

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

Attorney's Sale

of Valuable Impraved Real Estate

AT AVALON SHORES, SEVENTH DISTRICT OF ANNE ARUNDEL COUNTY, MD.

Under and by virtue of a power of sale contained in a mortgage from James E. Owen dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 384, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, July 28, 1959 at 11:00 o'clock A.M.

All that fee simple property situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 9 and 11, Block 18, Section A, as shown on a plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5.

Being the same property conveyed unto James E. Owen by Nettie Plummer, Widow, by deed dated June 14, 1957 and recorded among the aforesaid Land Records in Liber G.T.C. 1127, Folio 382.

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 purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Jy-23

LIBER 120 PAGE 386 OFFICE (

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Attorney's Sale

Equity No. 13,307

James E. Owen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of July, 1959. The first insertion being made the 2nd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 JUL 29 PM 3:48 By Marie Tate

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

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

AT

AVALON SHORES, SEVENTH DISTRICT
OF ANNE ARUNDEL COUNTY, MD.

Under and by virtue of a power of s a l e contained in a mortgage from James E. Owen dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1127, Folio 384, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, July 28, 1959

AT 11:00 O'CLOCK A. M.

All that fee simple property situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 9 and 11, Block 18, Section A, as shown on a plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5.

Being the same property conveyed unto James E. Owen by Nettie Plummer, Widow, by deed dated June 14, 1957 and recorded among the aforesaid Land Records in Liber G. T. C. 1127, Folio 382.

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 purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

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

FILED
1959 JUL 30 PM 3:02

Tuesday, July 28, 1959
Annapolis, Maryland

I hereby certify that I have this 28th day of July, 1959, sold the property of William W. Townshend, Jr., Attorney, known as Lots Nos. 9 and 11, Block 18, Section A, Avalon Shores, Seventh Election District of Anne Arundel County, Maryland, unto

at and for the sum of $ 100.00

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

Robert H. Campbell,
Auctioneer

Tuesday, July 28, 1959
Annapolis, Maryland

I/We hereby certify that I/we have this 28th day of July, 1959, purchased from William W. Townshend, Jr., Attorney, the property known as Lots Nos. 9 and 11, Block 18, Section A, Avalon Shores, Seventh Election District of Anne Arundel County, Maryland, at and for the sum of $100.00

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

Purchaser
Herbert R. Stoneburner
Celie S. Stoneburner
Celie S. Stoneburner
11717 - Leona St
Silver Spring, Md.

FILED
1959 JUL 30 PM 3:02

In the matter of the mortgaged real : No. 13,303 Equity
estate of James E. Owen : 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 James E. Owen dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 384, 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 ben 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, July 28, 1959, at 11:00 o'clock A.M., and then and there sold the said property unto Herbert R. Stoneburner and Celie S. Stoneburner, his wife, at and for the sum of Five Thousand One Hundred Dollars ----------($5,100.00), being at that figure the highest bidders therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 9 and 11, Block 18, Section A, as shown on the plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5.

FILED
1959 JUL 30 PM 3:02

14

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of July, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

15

ORDER NISI

LIBER 120 PAGE 391

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JAMES E. OWEN

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,303 Equity

Ordered, this 30th day of July, 19 59, 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 September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of September next.

The report states that the amount of sale was $5,100.00

FILED 1959 JUL 30 PM 3:02

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JAMES E. OWEN

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of September, 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 SEP 9 PM 3:11

16

LIBER 120 PAGE 392

OFF[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 2 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,303 James E. Owen 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, 1959. The first insertion being made the 6th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,303 Equity
In the Matter of the Mortgaged Real Estate of
JAMES E. OWEN

Ordered, this 30th day of July, 1959, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of September next.

The report states that the amount of sale was $5,100.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-27

No. M.C. 10486 SEP -2 [illegible]

17

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~Wife~~
James E. Owen

In the

Circuit Court

For

Anne Arundel County

No. 13,303 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. Dicklus
Auditor

September 19, 1959

Dr. In the Matter of the Mortgaged Real Estate of James E. Owen in ac.

To Attorney for Commissions, viz:	184	04		
To Attorney for Fee, viz:	100	00	284	04
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	30		
New Amsterdan Casualty Co.- bond premium	20	00		
Robert H. Campbell - auctioneer's fee	45	00		
Morgan & Ward, Agents - insurance premium to 9/10/59	4	39		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	6	05		
Alice L. Gary - notary fees	1	50	178	03
To Attorney for Taxes, viz: 1959 State and County taxes ($65.11) - adjusted to 7/28/59	38	16		
Avalon Shores Road Fund - 1957, 1958 and 1959 assessment	6	24	44	40
To United Federal Savings and Loan Ass'n of Glen Burnie, Md., mortgagee - in full for mortgage claim	3,952	35	3,952	35
To James E. Owen, mortgagor - this balance	624	33	624	33
			5,134	65

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

1959				
July	28	Proceeds of Sale	5,100 00	
		Interest on deferred payment of $4,600.00 to 9/8/59	34 65	5,134 65
				5,134 65

1959 SEP 21 AM 10:00

FILED

ORDER NISI

LIBER 120 PAGE 396

In the Matter of the Mortgaged Real Estate ~~VERSUS~~ of James E. Owen

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,303 Equity.

ORDERED, This 21st day of September, 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 26th 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 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of October, 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 OCT 28 PM 2:5

Matthew S. Evans
Judge

21

LIBER 120 PAGE 397

OFFIC. OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,303 Equity

In the Matter of the Mortgaged Real Estate of
JAMES E. OWEN

Ordered, this 21st day of September, 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 thereof be shown on or before the 26th 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 26th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

O-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed

Order Nisi Eq 13,303

Auditor account

James E. Owen

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 October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11427 By A. Tilghman

22

LIBER 120 PAGE 398

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) Case D 12,020 Equity

Mr. Clerk:

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

1. Original Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1187 folio 399.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 DEC 27 AM 10:03

City and County Form.

LIBER 120 PAGE 399

LIBER 1187 PAGE 399

13,020 Equity

This Mortgage,

Made this 27th day of February, in the year one thousand, nine hundred and fifty-eight, between THE CEDARHURST CONSTRUCTION COMPANY, a body corporate of, 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 FIFTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FIVE and 00/100 ($51,835.00) 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 4% for six months and 2 days to be paid on September 1, 1958 and thereafter at the rate of 6% per annum in the manner following:

By the payment of Four hundred thirty-seven and 45/100 ($437.45) Dollars, commencing on the first day of September, 1958, 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 those lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 13, 14, 15, 16 and 58 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

SEE DEED dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in GTC 1154 folio 229 which was granted and conveyed by Edward Gordon Grau and Anne Harriet Grau, his wife to the within named Mortgagor.

FILED

1958 DEC 27 AM 10:03

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, [illegible] forever, in fee-simple

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 $1,000.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

JOHN R. HOLLAND, JR.

THE CEDARHURST CONSTRUCTION COMPANY ~~(SEAL)~~

By ..... ~~(SEAL)~~

Benjamin E. Masters, President

..... (SEAL)

..... (SEAL)

4

5

LIBER 120 PAGE 402 LIBER 1187 PAGE 402

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 27th day of February, 19 58, before me, a Notary Public of said State, personally appeared Benjamin E. Masters, President of The Cedarhurst Construction Company

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR. Notary Public

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

Rec'd for record Feb. 28, 1958 at 9:32 A.M.
Mailed to The Colonial Title Guarantee Co.

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THE CEDARHURST CONSTRUCTION COMPANY

IN THE LIBER 120 PAGE 403

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,020

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 27th day of February 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1187 Folio 399 .

Amount of Mortgage		$51,835.00
Less - amount paid on principal		- - - - -
		51,835.00
Plus - interest to 2/25/59		2,056.10
		53,891.10
Plus - fire insurance premium		135.60
		54,026.70
Less - credit from Trustee account		2,310.71
		51,715.99

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February 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

the Mortgagee 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.

IN WITNESS my hand and Notarial seal.

FILED

1959 FEB 20 AM 10:26

Clara M. Link

Clara M. Link Notary Public

6

~~Mortgage and~~ Attorney's Bond. I-369

280311

LIBER 120 PAGE 404

LIBER 9 PAGE 531

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

CASE # 13020 Equity

Know All Men by These Presents:

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

as Principal

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

FIFTY-ONE THOUSAND, EIGHT HUNDRED AND 00/100 ($51,800.00) - - - - - - - - - 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 18th -

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

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association

bearing date the 27th day of February nineteen hundred and fifty-eight

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1187, Folio 399, and

Lots Nos. 13-14-15-16-58

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

Now the Conditions of this Obligation are Such, That if the above bounden

Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

~~Attest~~: Witness as to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Bond approved this 20th day of February 1959

George T. Cromwell, Clerk

1959 FEB 20 AM 10:26

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT

VS. : FOR LIBER 120 PAGE 405

THE CEDARHURST CONSTRUCTION COMPANY : ANNE ARUNDEL COUNTY (In Equity) No. 13,020

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1187 folio 399 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne ArundelCounty, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~ak~~ 1959 at 2.15 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as lots Nos. 13, 14, 15, 16 and 58 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 FEB 28 AM 9:19

ALLAR IN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1187 folio 399 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959

commencing at 2:15 P.M.

all those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate, on the west side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 13, 14, 15, 16 and 58 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lots Nos. 13, 14, 15, 16 above are subject to certain drainage easements, 10 feet in width, across the sides and rears thereof the centre lines of which being the division line and rear line of said lots as indicated on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale. If sold separately; and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer. F-19

BY TERMS OF SALE, a cash deposit of ~~Five Hundred~~ $300.00 if sold separately and $1200.00 if sold as an entirety ~~($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.

as an entirety

The property was sold to Baltimore Federal Saving and Loan Association, in fee simple, at and for the sum of Fifteen Thousand ($15,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

ORDER NISI

LIBER 120 PAGE 407

WALTER S. CALWELL,

Attorney named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,020 Equity

Ordered, this 28th day of February, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $15,000.00

FILED 1959 FEB 28 AM 9:19

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED

1959 APR -7 PM 2:22

10

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1187 folio 399 (default having occurred thereunder), the undersigned, Attorney, will sell at Public Auction, on the premises on

Wed., Feb. 25th, 1959

commencing at 2:15 P.M.

all those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate, on the west side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 13, 14, 15, 16 and 58 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lots Nos. 13, 14, 15, 16 above are subject to certain drainage easements, 10 feet in width, across the sides and rears thereof the centre lines of which being the division line and rear line of said lots as indicated on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately, and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL.
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer. F-19

FILED
1959 Mar -4 PM 1:47

LIBER 120 PAGE 408 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Attorney's Sale

Cedarhurst Construction Co.

Liber 1187 Folio 399

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 27th day of February, 1959. The first insertion being made the 29th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Muriel Tate

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No.13,020

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Fifty-one Thousand eight Hundred ($51,800.00) Dollars, with the New Amsterdam Casualty Company, as surety, did on Febfuary 25th, 1959 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, for lack of a higher bid, for the sum of Fifteen Thousand ($15,000.00) Dollars, which figure was considerably below the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE, your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $51,800.00 to that of $15,000.00

FILED

1959 MAR 20 AM 9:32

12

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Joseph M. Hisley, Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell, Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of March, 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 made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

13

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $51,800.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $15,000.00.

Matthew S. Evans
Judge

FILED
1959 MAR 23 AM 10:30

14

LIBER 120 PAGE 412

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,020 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
The Cedarhurst Construction Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $15,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,020
Cedarhurst Construction Co.
$15,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 6-8-59 1959 APR -4 AM 9:56 By W. Tilghman

15

LIBER 120 PAGE 413

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
The Cedarhurst Construction
Company

In the

Circuit Court

For

Anne Arundel County

No. 13,020 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 thence she has stated the within account.

All of which is respectfully submitted.

Laura K. Hinkley
Auditor.

September 4, 1959

G

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedarhurst Construction Company in ac.

To Attorney for Fee, viz:	1,000	00		
To Attorney for Commissions, viz:	483	23	1,483	23
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	00		
Auditor - stating this account	13	50	57	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	50		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	5	20		
Baltimore News Post - advertising sale	1	75		
New Amsterdam Casualty Co. - bond premium	60	00		
E.T. Newell & Co., Inc. -auctioneer's fee	30	00		
One-half Federal documentary stamps	8	25		
One-half State documentary stamps	16	50		
Clara M. Link - notary fees	1	25	200	45
To Attorney for Taxes, viz: 1959 State and County taxes ($768.15) - adjusted - 1 month 25 days	115	13	115	13
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	13,251	41	13,251	41
			15,107	72
Amount of mortgage claim filed	51,715	99		
Cr. Amount allowed above	13,251	41		
Balance subject to decree in personam	38,464	58		

(7

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

1959				
Feb.	25	Proceeds of Sale	15,000 00	
		Interest on deferred payment to 4/8/59	107 72	15,107 72
				15,107 72

FILED
SEP 19 PM 11:12

ORDER NISI LIBER 120 PAGE 416 In the

Walter S. Calwell, Attorney
named in Mortgage
VERSUS
The Cedarhurst Construction
Company

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,020 Equity.

ORDERED, This 19th day of September, 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 26th 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 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of October, 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 OCT 28 PM 2:51

Matthew S. Evans
Judge

19

LIBER 120 PAGE 417

OFFI OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,020 Equity
WALTER S. CALWELL, Attorney
Named in Mortgage
vs.
THE CEDARHURST CONSTRUCTION COMPANY

Ordered, this 19th day of September, 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 26th day of October next; Provided, a copy of this Order be inserted in some newspaper in Anne Arundel County, once in each of three successive weeks before the 26th day of October next

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,020 Auditor account The Cedarhurst Construction Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 11431 1959 OCT 28 AM 9:02 By H. Tilghman

20

WALTER S. CALWELL, Attorney Namedin Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) Case E
		2.021 Equity

Mr. Clerk:

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

1. Original Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated February 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1187 folio 403.

Walter S. Calwell -
Attorney Named in Mortgage

FILED

1958 DEC 27 AM 10:03

1

City and County Form.

LIBER 120 PAGE 419

LIBER 1187 PAGE 403

13,021 Equity No.

This Mortgage,

Made this 27th day of February, in the year one thousand, nine hundred and fifty-eight, between The Cedarhurst Construction Company, a body corporate of ~~xxx~~ 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 FIFTY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE and 00/100 ($51,625.00) 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 4% for six months and 2 days to be paid on September 1, 1958 and thereafter at the rate of 6% per annum in the manner following:

By the payment of Four hundred thirty-five and 68/100 ($435.68) Dollars, commencing on the first day of September, 19 58, 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 those lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 17, 18, 25, 26 and 28 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

SEE DEED dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in GTC 1154 folio 229 which was granted and conveyed by Edward Gordon Grau and Anne Harriet Grau, his wife to the within named Mortgagor.

FILED

1958 DEC 27 AM 10:03

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, [illegible] forever in fee-simple

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

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

LIBER 1187 PAGE 421

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 $1,000.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

THE CEDARHURST CONSTRUCTION COMPANY (SEAL)

By .....

Benjamin E. Masters, President

.....(SEAL)

JOHN R. HOLLAND, JR.

.....(SEAL)

LIBER 120 PAGE 422

LIBER 1187 PAGE 406

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 27th day of February, 19 58, before me, a Notary Public of said State, personally appeared Benjamin E. Masters, President of The Cedarhurst Construction Company

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

John R. Holland, Jr.

JOHN R. HOLLAND, JR.

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

Rec'd for record Feb 28, 1958 at 9:32 A M.
Mailed to The Colonial Title Guarantee Co.

WALTER S. CALWELL,

Attorney Named in Mortgage

IN THE

LIBER 120 PAGE 423

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

THE CEDARHURST CONSTRUCTION COMPANY

No. 13,021

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 27th day of February 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1187 Folio 403 .

Amount of Mortgage	$51,625.00
Less - amount paid on principal	- - - - -
	51,625.00
Plus - interest to 2/25/59	2,047.86
	53,672.86
Less - credit from Trustee account	12,391.46
	41,281.40
Plus - Fire insurance premium	135.60
	41,417.00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February 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 true and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my Hand and Notarial seal.

FILED

1959 FEB 20 AM 10 27

Clara M. Link Notary Public

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

LIBER 120 PAGE 424

280308

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

LIBER 9 PAGE 532

60 JOHN STREET
NEW YORK, N.Y.

CASE #13021 Equity

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Md. as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FORTY-ONE THOUSAND, FIVE HUNDRED AND 00/100 ($41,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 18th day of February in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association bearing date the 27th day of February nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1187, Folio 403, and

Nos. 17-18-25-26-28 Sharonville
Anne Arundel County - Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

~~es~~

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

~~Attest~~: As to Surety:

M.S. Kraus
M.S. Kraus

Bond approved this 20th day of February 1959
George T. Cromwell, Clerk

Albert S. Dalrey (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-In-Fact

1959 FEB 20 AM 10:27

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

Attorney's Sale
OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association dated February 27th 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1187 folio 403 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at three P.M.

All those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the west and east sides of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 17, 18, 25, 26 and 28 as shown on the Plat entitled 'Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing or planned and being constructed to contain, 6 rooms, 1 1 bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lots 17 and 18 above are subject to certain drainage easements, 10 feet in width, across the side and rears thereof the centre line of which being the division line and rear line of said lots as indicated in the aforementioned Plat.

Lots 25, 26, and 28 above are subject to certain utility and drainage easements in and through the rearmost 10 feet thereof as shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer. F-19

LIBER 120 PAGE 425

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THE CEDARHURST CONSTRUCTION COMPANY	:	ANNE ARUNDEL COUNTY (In Equity) No. 13,021

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1187 folio 403 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~at~~ 1959 at three P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lots Nos. 17, 18, 25, 26 and 28 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 FEB 28 AM 9:19

4

$300.00 if sold separately

BY TERMS OF SALE, a cash deposit of ~~Five Hundred~~ and $1200.00 if sold as an entirety ~~($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 as an entirety to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Seventeen Thousand ($17,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

NOTARY PUBLIC

Clara M. Link, Notary Public

ORDER NISI

LIBER 120 PAGE 427

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,021 Equity

Ordered, this 28th day of February, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

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

FILED 1959 FEB 28 AM 9:19

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 19 59 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans JUDGE.

FILED

1959 APR -7 PM 2:22

10

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association dated February 27th 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1187 folio 403 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at three P.M.

All those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the west and east sides of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 17, 18, 25, 26 and 28 as shown on the Plat entitled 'Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The Improvements on each of said lots consist of partially completed split level type dwellings, containing or planned and being constructed to contain, 6 rooms, 1 1 bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lots 17 and 18 above are subject to certain drainage easements, 10 feet in width, across the side and rears thereof the centre line of which being the division line and rear line of said lots as indicated in the aforementioned Plat.

Lots 25, 26, and 28 above are subject to certain utility and drainage easements in and through the rearmost 10 feet thereof as shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of, sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

LIBER 120 PAGE 428 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Attorney's Sale

Cedarhurst Construction Co.

Liber 1187 Folio 403

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 February, 1959. The first insertion being made the 29th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
MAR -4 PM 1:41

11

WALTER S. CALWELL, Attorney Named in the Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,021

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Forty-one Thousand five Hundred ($41,500.00) Dollars with the New Amsterdam Casualty Company, as surety, did on February 25th, 1959 make sale of the certain property described in said Mortgage, after due advertisment thereof.

2nd. That the property was purchased by your Petitioner, for lack of a higher bid, for the sum of Seventeen Thousand ($17,000.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th, That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $41,500.00 to that of $17,000.00.

FILED

1959 MAR 20 AM 9:32

17

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Joseph M. Hisley, Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of March, 1959, before me, the subscriber, a Notayy Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

13

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in theMortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $41,500.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $17,000.00.

Matthew S. Evans
Judge

FILED
1959 MAR 23 AM 10:30

14

LIBER 120 PAGE 432

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,021 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
The Cedarhurst Construction
Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $17,000.00.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,021

Cedarhurst Construction Co.

$17,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Talghman

FILED

1959 APR -4 AM 9:57

No. M. G. 6

15

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
The Cedarhurst Construction
Company

In the
Circuit Court
For
Anne Arundel County
No. 13,021 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.

September 4, 1949

Laura K. Fickling
Auditor.

91

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedarhurst Construction Company in ac.

To Attorney for Fee, viz:	1,000	00		
To Attorney for Commissions, viz:	543	66	1,543	66
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	00		
Auditor - stating this account	13	50	57	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	59	38		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	5	20		
Baltimore News Post - advertising sale	1	75		
New Amsterdam Casualty Co. -bond premium	68	00		
E.T. Newwll & Co.,Inc. - auctioneer's fee	30	00		
One-half Federal documentary stamps	9	35		
One-half State documentary stamps	18	70		
Clara M. Link - notary fees	1	25	213	63
To Attorney for Taxes, viz: 1959 State and County taxes ($497.55) - adjusted - 1 month 25 days	74	58	74	58
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	15,232	71	15,232	71
			17,122	08
Amount of mortgage claim filed	41,417	00		
Cr. Amount allowed above	15,232	71		
Balance subject to decree in personam	26,184	29		

17

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

1959				
Feb.	25	Proceeds of Sale	17,000 00	
		Interest on deferred payment to 4/8/59	122 08	17,122 08
				17,122 08

1959 SEP 19 AM 11:13

ORDER NISI LIBER 120 PAGE 436

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

The Cedarhurst Construction
Company

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,021 Equity.

ORDERED, This 19th day of September, 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 26th 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 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of October, 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.

1959 OCT 28 PM 2:57

Matthew S. Ernest

JUDGE

19

LIBER 120 PAGE 437

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. 13,021 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
vs.
THE CEDARHURST CONSTRUCTION COMPANY

Ordered, this 19th day of September, 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 thereof be shown on or before the 26th 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 26th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

O-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,021
Auditor accounts
The Cedarhurst Construction Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 11430

1959 OCT 28

20

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) Case F
		Equity No. 13,022

Mr. Clerk:

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

1. Original Mortgage from the said The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 6th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1189 folio 105.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 DEC 27 AM 10:03

City and County Form.

LIBER 120 PAGE 439

LIBER 1189 PAGE 105 Equity No. 13,022

This Mortgage,

Made this 6th day of March, in the year one thousand, nine hundred and fifty-eight, between Cedarhurst Construction Company, a body corporate of, 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 FIFTY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE and 00/100 ($51,625.00) 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 4% for six months and 96 days to be paid on October 1, 1958 and thereafter at the rate of 6% per annum in the manner following:

By the payment of Four hundred thirty-five and 68/100 ($435.68) Dollars, commencing on the first day of October, 19 58, 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.

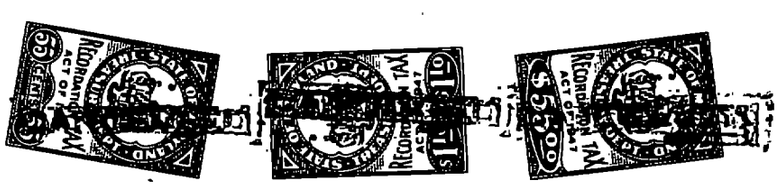
NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate and lying in Anne Arundel County, in said State, and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

BEING known and designated as Lots 29, 30, 35 and 36 as shown on the plat entitled "Second Revision of Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

BEGINNING for the 5th and being known and designated as Lot 72 as shown on the Plat of Sharonville which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24 folio 3.

For title to Lot Nos. 29, 30, 35 and 36 see Deed dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC 1154 folio 229 from Edward Gordon Grau and Anne Harriet Grau his wife, to the within named Mortgagor.

For title to Lot 72 see Confirmatory Deed dated March 5, 1958 and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Edward Gordon Grau and Anne H. Grau, his wife to the within named Mortgagor.



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1958 DEC 27 AM 10:03

2

LIBER 120 PAGE 440

LIBER 1189 PAGE 106

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, [illegible] forever, in fee-simple.

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 $1,000.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

Maurice F. Mackey Jr.

MAURICE F. MACKEY, JR.

THE CEDARHURST CONSTRUCTION COMPANY ~~(SEAL)~~

By [signature] (SEAL)

BENJAMIN E. MASTERS President

(SEAL)

(SEAL)

THE CEDARHURST CONSTRUCTION COMPANY MARYLAND

LIBER 1183 PAGE 107

120 PAGE 441

4

5-

LIBER 120 PAGE 442

LIBER 1189 PAGE 108

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 6th day of March, 1958, before me, a Notary Public of said State, personally appeared Benjamin E. Masters President of the Cedarhurst Construction Company,

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Maurice F. Mackey Jr.
Notary Public

MAURICE F. MACKEY, JR.

MAURICE F. MACKEY, JR. NOTARY PUBLIC MD.

Rec'd for record Mar. 7 1958 at 10:24 A.M.
Mailed to The Colonial Title Guarantee Co.

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THE CEDARHURST CONSTRUCTION COMPANY

LIBER 120 PAGE 443

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13022

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 6th day of March 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1189 Folio 105 .

Amount of Mortgage	$51,625.00
Less - amount paid on principal	- - - -
	51,625.00
Plus - interest to 2/25/59	2,013.42
	53,638.42
Less - credit from Trustee account	6,194.96
	47,443.46

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February 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.

WITNESS my hand and Notarial seal.

FILED

1959 FEB 20 AM 10:27

Clara M. Link

Clara M. Link Notary Public

6

~~Mortgagee and~~ Attorney's Bond. LIBER 120 PAGE 444 1-369

280307

227 ST. PAUL STREET
BALTIMORE, MD.

LIBER 9 PAGE 533
80 JOHN STREET
NEW YORK, N. Y.

CASE #13022 Equity

Know All Men by These Presents:

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

as Principal

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

FORTY-SEVEN, FIVE HUNDRED AND 00/100 ($47,500.00) - - - - - - - - Dollars,

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

Sealed with our seals, and dated this 18th - - - - - - - - - - - - - - - - - -

day of February in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association

bearing date the 6th day of March nineteen hundred and fifty-eight

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1189, Folio 105, and

Lots Nos. 29-30-72-35-36 Sharonville

Anne Arundel County Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Fink

~~Witness~~: As to Surety:

M.S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.E. Nichols Attorney-in-Fact

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

FILED
1959 FEB 20 AM 10:27

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association dated March 6th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1189 folio 105 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 3:15 P. M.

All those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on east side of Sharon Drive and the north side of Elizabeth Avenue at Rock Creek Road, and described as follows:

Being known and designated as Lots Nos. 29, 30, 35 and 36 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31 and Lot No. 72 as shown on Plat of Sharonville, which Plat is recorded among the aforesaid Land Records in Plat Book 24 folio 3.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lots Nos. 29, 30, 35 and 36 above are subject to certain utility and drainage easements in and through the rearmost 10 feet thereof as shown on the aforementioned Plat.

Lot 35 is also subject to an easement along and within the southernmost 5 feet thereof, as indicated on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

LIBER 120 PAGE 445

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,022

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 6th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1189 folio 105 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~at~~ 1959 at 3.15 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lots Nos. 29, 30, 35 and 36 as shown on the Plat entitled "Second Revision of Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31 and Lot No. 72 as shown on the Plat of Sharonville, which Plat is recorded among the aforesaid Land Records in Plat Book 24 folio 3; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 FEB 28 AM 9:39

8

BY TERMS OF SALE, a cash deposit of ~~Five Hundred~~ $300.00 if sold separately and $1200.00 if sold as an entirety (~~$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 as an entirety to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twenty Thousand ($20,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell -
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 120 PAGE 447

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
THE CEDARHURST CONSTRUCTION COMPANY

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,022 Equity

Ordered, this 28th day of February, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $20,000.00

George T. Cochran, Clerk.

True Copy,

1959 FILED FEB 28 AM 9:19

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
THE CEDARHURST CONSTRUCTION COMPANY

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
_____ Term, 19

ORDERED BY THE COURT, This 7th day of April, 19 59 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 APR -7 PM 2:21

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power aod authority contained io a Mortgage from The Cedarhurst Constructioo Company to Baltimore Federal Savings and Loan Association dated March 6th, 1958 and recorded amoog the Land Records of Anne Arundel County in Liber G. T. C. No. 1189 folio 105 (default haviog occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 3:15 P. M.

All those fee simple lots of ground, situate and lying io the Third Election District of Anne Arundel County, io Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate oo east side of Sharon Drive and the oorth side of Elizabeth Avenue at Rock Creek Road, aod described as follows:

Being known and designated as Lots Nos. 29, 30, 35 and 36 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County io Plat Book 30 folio 31 and Lot No. 72 as shown oo Plat of Sharonville, which Plat is recorded among the aforesaid Land Records in Plat Book 24 follo 3.

TOGETHER with the buildings and improvements thereupoo erected, made or being, and all aod every the rights, alleys, ways, waters, privileges, appurtenances and advaotages, to the same belonging or anywise appertaioiog.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, each with attached car port.

All properties subject to set back easemeots, for improvemeots, as indicated on the aforementioned Plat.

Lots Nos. 29, 30, 35 and 36 above are subject to certain utility and drainage easements in and through the rearmost 10 feet thereof as shown on the aforementioned Plat.

Lot 35 is also subject to an easement along and within the southernmost 5 feet thereof, as indicated on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as ao entirely and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and placc of sale, if sold separately and if sold as an eotirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County aod to bear interest from date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all otlier assessments and public charges to be adjusted to date of sale.

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

F-19

LIBER 120 PAGE 448 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Attorney's Sale

Cedarhurst Construction Co.

Liber 1189 Folio 105

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 February, 1959. The first insertion being made the 29th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Mabel Tate

FILED
59 MAR -4 PM 1:40

11

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,022

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Forty-seven Thousand five Hundred ($47.500.00) Dollars with the New Amsterdam Casualty Company, as surety, did on February 25th, 1959 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, for lack of a higher bid, for the sum of Twenty Thousand ($20,000.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said propery was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $47,500.00 to that of $20,000.00.

FILED

1959 MAR 20 AM 9:52

N

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Joseph M. Hisley - Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of March, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

13

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $47,500.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $20,000.00.

Matthew S. Evans
Judge

FILED
1959 MAR 23 AM 10:30

14

LIBER 120 PAGE 452

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,022 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named In Mortgage
Versus
The Cedarhurst Construction Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $20,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,022
Cedarhurst Construction Co
$20,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

15

FILED

No. M. G. 6 1959 APR -4 AM 9:56

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
The Cedarhurst Construction
Company

In the

Circuit Court

For

Anne Arundel County

No. 13,022 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. Finkenaur
Auditor.

September 4, 1959

LIBER 120 PAGE 454

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedarhurst Construction Company in ac.

To Attorney for Fee, viz:	1,000	00		
To Attorney for Commissions, viz:	634	31	1,634	31
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	00		
Auditor - stating this account	13	50	57	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	62	50		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	5	20		
Baltimore News Post - advertising sale	1	75		
New Amsterdam Casualty Co. -bond premium	80	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	30	00		
One-half Federal documentary stamps	11	00		
One-half State documentary stamps	22	00		
Clara M. Link - notary fees	1	25	233	70
To Attorney for Taxes, viz: 1959 State and County taxes ($521.54) - adjusted - 1 month 25 days	78	26	78	26
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	18,139	85	18,139	85
			20,143	62
Amount of mortgage claim filed	47,443	46		
Cr. Amount allowed above	18,139	85		
Balance subject to decree in personam	29,303	61		

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

1959					
Feb.	25	Proceeds of Sale	20,000	00	
		Interest on deferred payment to 4/8/59	143	62	20,143 62
					20,143 62

LIBER 120 PAGE 456

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
The Cedarhurst Construction
Company

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,022 Equity.

1959 SEP 19 FILED

ORDERED, This 19th day of September, 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 26th 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 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of October, 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. Attorney

FILED

1959 OCT 28 PM 2:52

Matthew S. Evans
JUDGE

19

OFFIC OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 120 PAGE 457

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,022 Equity
WALTER S. CALWELL, Attorney
Named in Mortgage
vs.
THE CEDARHURST CONSTRUCTION COMPANY

Ordered, this 19th day of September, 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 thereof be shown on or before the 26th 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 26th day of October next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed Order Nisi Eq 13,022 Auditor Account. The Cedarhurst Construction Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11429 1959 OCT 28 [illegible] By H. Tilghman

20

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
THE CEDARHURST CONSTRUCTION COMPANY	:	Case G Equity No. 13,023

Mr. Clerk:

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

1. Original Mortgage from the said The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 13th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1190 folio 402.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 DEC 27 AM 10:03

City and County Form.

LIBER 120 PAGE 459

LIBER 1190 PAGE 402

Equity No. 13 022

This Mortgage,

Made this 13th day of March, in the year one thousand, nine hundred and FIFTY-EIGHT, between THE CEDARHURST CONSTRUCTION COMPANY, a body corporate of ..., 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 FIFTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FIVE and 00/100 ($51,835.00) 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 4% for six months and 17 days to be paid on October 1, 1958 and thereafter at the rate of 6% per annum in the manner following:

By the payment of Four hundred thirty-seven and 45/100 ($437.45) Dollars, commencing on the first day of October, 19 58, 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 those lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 52, 53, 55, 56 and 57 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the PlatRecords ofAnne Arundel County in Plat Book 30 folio 31.

SEE DEED dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in GTC 1154 folio 229 which was granted and conveyed by Edward Gordon Grau and Anne Harriet Grau, his wife to the within named Mortgagor.

FILED

1958 DEC 27 AM 10:03

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever, in fee-simple

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.....One..thousand....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

THE CEDARHURST CONSTRUCTION COMPANY (SEAL)

By Benjamin E. Masters, President

THE CEDARHURST CONSTRUCTION COMPANY MARYLAND

.....(SEAL)

JOHN R. HOLLAND, JR.

.....(SEAL)

LIBER 120 PAGE 462

LIBER 1190 PAGE 405

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 13th day of March, 19 58., before me, a Notary Public of said State, personally appeared Benjamin E. Masters, President of The Cedarhurst Construction Company

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized President of said corporation, by signing the name of the corporation by himself as President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

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

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

Rec'd for record Mar. 14 1958 at 9:49 A.M.
Mailed to The Colonial Title Guarantee Co.

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

LIBER 120 PAGE 463

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13023

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 13th day of March 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1190 Folio 402 .

Amount of Mortgage	$51,835.00
Less - amount paid on principal	- - - -
	51,835.00
Plus - interest to 2/25/59	1,981.22
	53,816.22
Less - credit in Trustee account	12,440.37
	41,375.85

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February 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

one of the Mortgagee 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 FEB 20 AM 10:27

Clara M. Link

Clara M. Link Notary Public

XXXXXXXX Attorney's Bond.

1-369

LIBER 120 PAGE 464

280303

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

LIBER 9 PAGE 534

CASE #13023 *Equity*

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FORTY-ONE THOUSAND, FOUR HUNDRED AND 00/100 ($41,400.00) - - - - - - 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 18th - - - - - - - - - - - - - - - - - - - day of February - - - - - - in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association bearing date the 13th day of March nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1190, Folio 402, and

Lots Nos. 52-53-55-56-57 Sharonville
Anne Arundel County - Maryland

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link
XXXXXX As to Surety:

M. S. Kraus
M. S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

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

1959 FEB 20 AM 10:27

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 13th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1190 folio 402 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 4:15 P.M.

All those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on south side of Donna Drive and the west side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 52, 53, 55, 56 and 57 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately; and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

LIBER 120 PAGE 465

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THE CEDARHURST CONSTRUCTION COMPANY	:	ANNE ARUNDEL COUNTY (In Equity) No. 13,023

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 13th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1190 folio 402 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~xxx~~ 1959 at 4.15 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lots Nos. 52, 53, 55, 56 and 57 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 FEB 28 AM 9:19

8

$300.00 if sold separately
BY TERMS OF SALE, a cash deposit of ~~Five Hundred~~
and $1200.00 if sold as an entirety
~~($500.00) Dollars~~ was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

as an entirety
The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twenty Thousand ($20,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 120 PAGE 467

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
THE CEDARHURST CONSTRUCTION
COMPANY

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,023 Equity

Ordered, this 28th day of February, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $ 20,000.00

George T Cromwell Clerk.

True Copy,

FILED
1959 FEB 28 AM 9:19

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
THE CEDARHURST CONSTRUCTION
COMPANY

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 7th day of April, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew P. Evans
JUDGE.

FILED
1959 APR -7 PM 2:21

10

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 13th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1190 folio 402 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 4:15 P.M.

All those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on south side of Donna Drive and the west side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 52, 53, 55, 56 and 57 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately; and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

OFFICE OF

LIBER 120 PAGE 468

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 19 59

We hereby certify, that the annexed

Attorney's Sale

Cedarhurst Construction Co

Liber 1190 Folio 402

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 February, 19 59. The first insertion being made the 29th day of January, 19 59.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

1959 MAR -4 PM 1:

11

WALTER S. CALWELL, Attorney Named in the Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,023

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitors, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Forty-one Thousand four Hundred ($41,400.00) Dollars with the New Amsterdam Casualty Company, as surety, did on February 25th, 1959 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, for lack of a higher bid, for the sum of Twenty Thousand ($20,000.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE your Petitioner prays that thisHonorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $41,400.00 to that of $20,000.00.

FILED

1959 MAR 20 AM 9:32

17

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Joseph M. Hisley, Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of March, 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 made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

13

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $41,400.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $20,000.00.

Matthew S. Ernst
Judge

FILED
1959 MAR 23 AM 10:31

14

LIBER 120 PAGE 472

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,023 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
The Cedarhurst Construction Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $20,000.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST·

GEORGE T. CROMWELL, Clerk
M-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,023
Cedarhurst Construction Co
$20,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1959 MAR -4 AM 9:57

No. M. G. 6

15

LIBER 120 PAGE 473

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
The Cedarhurst Construction
Company

In the

Circuit Court

For

Anne Arundel County

No. 13,023 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 V. Eichelberger
Auditor.

September 9, 1959

16

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedarhurst Construction Company in ac.

To Attorney for Fee, viz:	1,000	00		
To Attorney for Commissions, viz:	634	31	1,634	31
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	00		
Auditor - stating this account	13	50	57	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun-advertising sale	5	20		
Baltimore News Post - advertising sale	1	75		
New Amsterdam Casualty Co. - bond premium	80	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	30	00		
One-half Federal documentary stamps	11	00		
One-half State documentary stamps	22	00		
Clara M. Link - notary fees	1	25	228	72
To Attorney for Taxes, viz: 1959 State and County taxes ($663.28) - adjusted - 1 month 25 days	99	43	99	43
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	18,123	66	18,123	66
			20,143	62
Amount of mortgage claim filed	41,375	85		
Cr. Amount allowed above	18,123	66		
Balance subject to decree in personam	23,252	19		

17

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

1959		-		
Feb.	25	Proceeds of Sale	20,000 00	
		Interest on deferred payment to 4/8/59	143 62	20,143 62
				20,143 62

ORDER NISI LIBER 120 PAGE 476

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

The Cedarhurst Construction Company

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,023 Equity.

1959 SEP 16 PM 3:17

ORDERED, This 16th day of September, 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 26th 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 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28 day of October, 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.

1959 OCT 28 PM 2:52

Matthew S. Evans

JUDGE

19

LIBER 120 PAGE 477

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. 13,023 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
vs.
THE CEDARHURST CONSTRUCTION COMPANY

Ordered, this 16th day of September, 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 26th 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 26th day of October next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,023
Auditor account
The Cedarhurst Construction Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11407 By H. Tilghman

20

LIBER 120 PAGE 478

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
THE CEDARHURST CONSTRUCTION COMPANY	:	Case H Equity No. 13,024

Mr. Clerk:

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

1. Original Mortgage from the said The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1193 folio 267.

(Walter S. Calwell)
Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 DEC 27 AM 10:03

City and County Form.

LIBER 120 PAGE 479

LIBER 1193 PAGE 267 Equity No 12,024

This Mortgage,

Made this 27th day of March, in the year one thousand, nine hundred and fifty-eight, between The Cedarhurst Construction Company, a body corporate of, 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 FIFTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FIVE and 00/100 ($51,835.00) 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 4% for six months and 5 days to be paid on October 1, 1958 and thereafter at the rate of 6% per annum in the manner following:

By the payment of Four hundred thirty-seven and 45/100 ($437.45) Dollars, commencing on the first day of October, 19 58, 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 those lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 47, 48, 49, 50 and 51 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

SEE DEED dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in GTC 1154 folio 229 which was granted and conveyed by Edward Gordon Grau and Anne Harriet Grau, his wife to the within named Mortgagor.

FILED

1958 DEC 27 AM 10:04

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, [illegible] forever, in fee-simple

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 One thousand..... Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

THE CEDARHURST CONSTRUCTION COMPANY (SEAL)

THE CEDARHURST CONSTRUCTION COMPANY 1956 MARYLAND

By: Benjamin E. Masters, President

JOHN R. HOLLAND, JR. (SEAL)

(SEAL)

4

LIBER 120 PAGE 482

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 1193 PAGE 270

On this 27th day of March, 1958, before me, a Notary Public of said State, personally appeared Benjamin E. Masters, President of The Cedarhurst Construction Company

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized ~~XXX~~ President of said corporation, by signing the name of the corporation by himself as ~~XXX~~ President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

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

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

Rec'd for record Mar 28 1958 at 9:07 A.M.
Mailed to The Colonial Title Guarantee Co.

WALTER S. CALWELL, LIBER 120 PAGE 483 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

THE CEDARHURST CONSTRUCTION COMPANY

No. 13,024

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 27th day of March 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1093 Folio 267 .

Amount of Mortgage	$51,835.00
Less - amount paid on principal	- - - -
	51,635.58
Plus - interest to 2/25/59	1,900.00
	53,735.58
Less - credit from Trustee account	16,587.17
	37,148.41

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February 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

the 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 FEB 20 AM 10:27

Clara M. Link

Clara M. Link Notary Public

6

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

LIBER 120 PAGE 484

280304

LIBER 9 PAGE 535

227 ST. PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

CASE #13024 Equity

Know All Men by These Presents:

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

as Principal

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

THIRTY-SEVEN, TWO HUNDRED AND 00/100 ($37,200.00) - - - - - - - - - - Dollars,

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

Sealed with our seals, and dated this 18th - - - - - - - - - - - - - - - - - -

day of February - - - - - in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association

bearing date the 27th day of March nineteen hundred and fifty-eight

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1193, Folio 267, and

Lots Nos. 47-48-49-50-51 Sharonville
Anne Arundel County - Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith
~~Attest~~ Witness as to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

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

1959 FEB 20 AM 10:23

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1193 folio 267 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at four P.M.

All those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the west side of Sharon Drive and the north side of Donna Drive, and described as follows:

Being known and designated as Lots Nos. 47, 48, 49, 50 and 51 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, each with attached carport.

All properties subject to set back casements, for improvements, as indicated on the aforementioned Plat.

Lots 50 and 51 are subject to certain drainage easement, 10 feet in width, the centre line of which is the division line between said lots as indicated and shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately; and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

LIBER 120 PAGE 485

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,024

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1193 folio 267 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~xxx~~ 1959 at four P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lots Nos. 47, 48, 49, 50 and 51 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the attached advertisement of sale and in the aforementioned Mortgage.

FILED

1959 FEB 28 AM 9:19

5

BY TERMS OF SALE, a cash deposit of ~~Five Hundred~~ $300.00 if sold separately and $1200.00 if sold as an entirety ~~($500.00) Dollars~~ was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, ~~be~~ adjusted to day of sale.

as an entirety

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Fifteen Thousand ($15,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

LIBER 120 PAGE 487

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,024 Equity

Ordered, this 28th day of February, 1959, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $15,000.00

Clerk.

True Copy,
FILED
1959 FEB 28 AM 9:19

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

FILED
1959 APR -7 PM 2:21

10

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1193 folio 267 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at four P.M.

All those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the west side of Sharon Drive and the north side of Donna Drive, and described as follows:

Being known and designated as Lots Nos. 47, 48, 49, 50 and 51 as shown on the Plat entitled "Second Revision, Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Lots 50 and 51 are subject to certain drainage easement, 10 feet in width, the centre line of which is the division line between said lots as indicated and shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately; and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

LIBER 120 PAGE 488 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Attorney's Sale

Cedarhurst Construction Co.

Liber 1193 Folio 267

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 February, 1959. The first insertion being made the 29th day of January, 1959

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
MAR -4 PM 1:12

11

LIBER 120 PAGE 489

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THE CEDARHURST CONSTRUCTION COMPANY	:	ANNE ARUNDEL COUNTY (In Equity) No. 13,024

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Echibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Thirty-seven Thousand two Hundred ($37,200.00) Dollars with the New Amsterdam Casualty Company, as surety, did on February 25th, 1959 make sale of the mortgaged property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, for the lack of a higher bid, for the sum of Fifteen Thousand ($15,000.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE Your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $37,200.00 to that of $15,000.00.

FILED

1959 MAR 20 AM 8:32

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Joseph M. Hisley, Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of March, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

13

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $37,200.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $15,000.00.

William S. Evans
Judge

FILED
1959 MAR 23 AM 10:31

LIBER 120 PAGE 492

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,024 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
The Cedarhurst Construction Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $15,000.00.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,024

Cedarhurst Construction Co.

$15,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. C. Tilghman

FILED

1959 APR -4 AM 9:57

No. M. G. 6

15

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

The Cedarhurst Construction
Company

In the

Circuit Court

For

Anne Arundel County

No. 13,024 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. Dickinson
Auditor

September 9, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedar- in ac.
hurst Construction Company

To Attorney for Fee, viz:	1,000	00		
To Attorney for Commissions, viz:	483	23	1,483	23
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	00		
Auditor - stating this account	13	50	57	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	60	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	5	20		
Baltimore News Post - advertising sale	1	75		
New Amsterdam Casualty Co. -bond premium	60	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	30	00		
One-half Federal documentary stamps	8	25		
One-half State documentary stamps	16	50		
Clara M. Link - notary fees	1	25	202	95
To Attorney for Taxes, viz: 1959 State and County taxes ($360.33) adjusted - 1 month 25 days	54	03	54	03
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	13,310	01	13,310	01
			15,107	72
Amount of mortgage claim filed	37,148	41		
Cr. Amount allowed above	13,310	01		
Balance subject to decree in personam	23,838	40		

17

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

1959				
Feb.	25	Proceeds of Sale	15,000 00	
		Interest on deferred payment to 4/8/59	107 72	15,107 72
				15,107 72

LIBER 120 PAGE 496

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

The Cedarhurst Construction Company

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,024 Equity.

1959 SEP 16 PM 2:27

ORDERED, This 16th day of September, 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 26th 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 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of October, 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.

1959 OCT 23 PM 2:52

Matthew S. Evans

JUDGE

LIBER 120 PAGE 497 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. 13,024 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
vs.
THE CEDARHURST CONSTRUCTION COMPANY

Ordered, this 16th day of September, 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 26th 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 26th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,024 Auditor Account The Cedarhurst Construction Co

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 11406 By H. Tilghman

20

LIBER 120 PAGE 498

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) Case I Equity No. 13025

Mr. Clerk:

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

1. Original Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1193 folio 271.

/s/ Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 DEC 27 AM 10:04

City and County Form.

LIBER 120 PAGE 499

LIBER 1193 PAGE 271

Equity No. 13,025

This Mortgage,

Made this 27th day of March, in the year one thousand, nine hundred and fifty-eight, between The Cedarhurst Construction Company, a body corporate of, 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 FIFTY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE and 00/100 ($51,625.00) 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 4% for six months and 5 days to be paid on October 1, 1958 and thereafter at the rate of 6% per annum in the manner following:

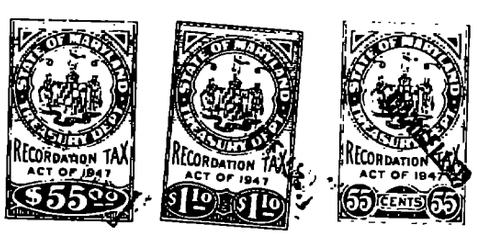
By the payment of Four hundred thirty-five and 68/100 ($435.68) Dollars, commencing on the first day of October, 19 58, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and 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 those lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 37, 38, 39, 40 and 41 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

SEE DEED dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in GTC 1154 folio 229 which was granted and conveyed by Edward Gordon Grau and Anne Harriet Grau, his wife to the within named Mortgagor.



FILED

1958 DEC 27 AM 10:04

2

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

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

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

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 ...$1,000.00..... Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

THE CEDARHURST CONSTRUCTION COMPANY (SEAL)

By Benjamin E. Masters, President (SEAL)

(SEAL)

JOHN R. HOLLAND, JR. (SEAL)

LIBER 120 PAGE 502

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 1193 PAGE 274

On this 27th day of March, 19 58., before me, a Notary Public of said State, personally appeared Benjamin E. Masters, President of The Cedarhurst Construction Company

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized ~~XXX~~-President of said corporation, by signing the name of the corporation by himself as ~~XXX~~-President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR. Notary Public

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

Rec'd for record Mar 28 1958 at 9.07 A.M.
Mailed to The Colonial Title Guarantee Co.

WALTER S. CALWELL, LIBER 120 PAGE 503 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

THE CEDARHURST CONSTRUCTION COMPANY

No. 13,025

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 27th day of March 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1193 Folio 271 .

Amount of Mortgage	$51,625.00
Less - amount paid on principal	- - - - -
	51,625.00
Plus - interest to 2/25/59	1,892.88
	53,517.88
Less - credit from Trustee account	13,422.51
	40,095.37

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February 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 FEB 20 AM 10:28 Clara M. Link

Clara M. Link Notary Public

6

~~[illegible]~~ Attorney's Bond. 1-369

LIBER 120 PAGE 504

New Amsterdam Casualty Company

280306

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

LIBER 9 PAGE 536

CASE #13025 Equity

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Md. as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FORTY THOUSAND, ONE HUNDRED AND 00/100 ($40,100.00) 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 18th day of February in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association bearing date the 27th day of March nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1193, Folio 271, and

Lots 37-38-39-40-41 Sharonville

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

~~do~~ es 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

Cara M Lich
~~Attest:~~ Witness as to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

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

1959 FEB 20 AM 10:[illegible]

7

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1193 folio 271 (default having occurred thereunder) the undersigned, Attorney, will offer at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 3:30 P.M.

all those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the east side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 37, 38, 39, 40 and 41 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Said lots are subject to certain utility and drainage easements in and through the rearmost 10 feet thereof as shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately; and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

LIBER 120 PAGE 505

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,025

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1193 folio 271 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~xxx~~ 1959 at 3.30 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lots Nos. 37, 38, 39, 40 and 41 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 FEB 28 AM 9:19

8

BY TERMS OF SALE, a cash deposit of ~~Five Hundred~~ $300.00 if sold separately and $1200.00 if sold as an entirety ~~(xxxxxxx) 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 as an entirety to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twenty Thousand ($20,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

LIBER 120 PAGE 505

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link, Notary Public

9

ORDER NISI

LIBER 120 PAGE 506

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
THE CEDARHURST CONSTRUCTION
COMPANY

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 13,025 Equity

Ordered, this 28th day of February, 1959, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $ 20,000.00

[signature] Clerk.

True Copy,
FILED
1959 FEB 28 AM 9:19

TEST: _____ Clerk.

(Final Order)
WALTER S. CALWELL,
Attorney Named in Mortgage
versus
THE CEDARHURST CONSTRUCTION COMPANY

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 7th day of April, 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.

[signature]
JUDGE.

1959 APR -7 PM 2:21

10

LIBER 120 PAGE 507

CALLAHAN and CALWI
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated March 27th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1193 folio 271 (default having occurred thereunder) the undersigned, Attorney, will offer at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 3:30 P.M.

all those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the east side of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 37, 38, 39, 40 and 41 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing, or planned and being constructed to contain, 6 rooms, 1 bath, each with attached car port.

All properties subject to set back easements, for improvements, as indicated on the aforementioned Plat.

Said lots are subject to certain utility and drainage easements in and through the rearmost 10 feet thereof as shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately; and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed Attorney's Sale

Cedarhurst Construction Co

Liber 1193 Folio 271

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 February, 1959. The first insertion being made the 29th day of January, 1959

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 MAR -4 PM 1:40

By Marie Pate

LIBER 120 PAGE 508

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No. 13,025

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Forty Thousand one Hundred ($40,100.00) Dollars with the New Amsterdam Casualty Company, as surety, did on February 25th, 1959 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, for lack of a higher bid, for the sum of Twenty Thousand ($20,000.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond filed be reduced accordingly.

WHEREFORE your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $40,100.00 to that of $20,000.00.

FILED

1959 MAR 20 AM 9:12

IV

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Joseph M. Hisley - Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of March, 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 made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Namedin the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $40,100.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $20,000.00.

Wm. Thos. S. Evans
Judge

FILED
1959 MAR 23 AM 10:33

14

LIBER 120 PAGE 511

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,025 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named In Mortgage
Versus
The Cedarhurst Construction Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $20,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed Order Nisi Eq. 13025 Cedarhurst Construction Co $20,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 6,959 APR -4 AM 9:56

By H. Highman

15

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
The Cedarhurst Construction
Company

In the

Circuit Court

For

Anne Arundel County

No. 13,025 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura M. Dicklinson
Auditor.

September 9, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedar- in ac.
hurst Construction Company

To Attorney for Fee, viz:	1,000 00	
To Attorney for Commissions, viz:	634 31	1,634 31
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	34 00	
Auditor - stating this account	13 50	57 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	59 38	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	12 00	
The Sun - advertising sale	5 20	
Baltimore News Post - advertising sale	1 75	
New Amsterdam Casualty Co.-bond premium	80 00	
E.T. Newell & Co.,Inc. -auctioneer's fee	30 00	
One-half Federal documentary stamps	11 00	
One-half State documentary stamps	22 00	
Clara M. Link - notary fees	1 25	230 58
To Attorney for Taxes, viz: 1959 State and County taxes ($666.66) adjusted - 1 month 24 days	99 95	99 95
To Baltimore Federal Savings & Loan Ass'n mortgagee - this balance on account mortgage claim	18,121 28	18,121 28
		20,143 62
Amount of mortgage claim filed	40,095 37	
Cr. Amount allowed above	18,121 28	
Balance subject to decree in personam	21,974 09	

17

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

1959				
Feb.	25	Proceeds of Sale	20,000 00	
		Interest on deferred payment to 4/8/59	143 62	20,143 62
				20,143 62

LIBER 120 PAGE 515

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

The Cedarhurst Construction Company

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,025 Equity.

ORDERED, This 16th day of September, 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 26th day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of September successive weeks before the 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of October, 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 120 PAGE 516 OFFIC OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,025 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
THE CEDARHURST CONSTRUCTION COMPANY

Ordered, this 16th day of September, 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 26th 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 26th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

O-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,025
Auditor Account
The Cedarhurst Construction Co

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

No. M. G. [illegible] 1959 OCT 28 [illegible]

20

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
THE CEDARHURST CONSTRUCTION COMPANY	:	Case J

Mr. Clerk:

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

1. Original Mortgage from the said The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated April 3rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1194 folio 537.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 DEC 27 AM 10:04

City and County Form.

LIBER 1194 PAGE 537 Equity No. 13,026

This Mortgage,

Made this 3rd day of April, in the year one thousand, nine hundred and fifty-eight, between The Cedarhurst Construction Company, a body corporate of the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

LIBER 1120 PAGE 518

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE and 00/100 ($51,625.00) 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 4% for six months and 27 days to be paid on November 1, 1958 and thereafter at the rate of 6% per annum in the manner following:

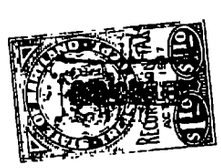
By the payment of Four hundred thirty-five and 68/100 ($435.68) Dollars, commencing on the first day of November, 19 58, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and 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 those lot(s) of ground situate and lying in Anne ArundelCounty, in said State, and described as follows:

BEING known and designated as Lots Nos. 42, 43, 44, 45 and 46 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

SEE DEED dated September 20, 1957 and recorded among the Land Records of Anne Arundel County in GTC 1154 folio 229 which was granted and conveyed by Edward Gordon Grau and Anne Harriet Grau, his wife to the within named Mortgagor.



FILED

1958 DEC 27 AM 10:04

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, [illegible] forever, in fee-simple.

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....$1,000.00.....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. Whereven used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

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

WITNESS:

THE CEDARHURST CONSTRUCTION COMPANY (SEAL)

By BENJAMIN E. MASTERS President

Maurice F. Markey Jr.

Maurice F. Markey, Jr.

.....(SEAL)

.....(SEAL)

LIBER 120 PAGE 521

LIBER 1191 FOLIO 540

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 3rd day of April, 19 58., before me, a Notary Public of said State, personally appeared Benjamin E Masters, President of The Cedarhurst Construction Company

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, *as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

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

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

Rec'd for record Apr 5, 1958 at 9:03 A M.
Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

THE CEDARHURST CONSTRUCTION COMPANY

PLAINTIFF'S EXHIBIT "A"

5

WALTER S. CALWELL, LIBER 120 PAGE 522 IN THE

Attorney Named in Mortgage CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

THE CEDARHURST CONSTRUCTION COMPANY No. 13,026

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from The Cedarhurst Construction Company

to Baltimore Federal Savings and Loan Association

dated the 3rd day of April 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1194 Folio 537 .

Amount of Mortgage	$51,625.00
Less - amount paid on principal	- - - -
	51,625.00
Plus - interest to 2/25/59	1,852.82
	53,477.82
Less - credit from Trustee account	21,063.00
	32,414.82

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February 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 FEB 20 AM 10:23

Clara M. Link Notary Public

~~Mortgage and~~ Attorney's Bond.

1-369

LIBER 120 PAGE 523

LIBER 9 PAGE 537

280305

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

CASE #13026 Equity

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Md. as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY-TWO THOUSAND, FIVE HUNDRED AND 00/100 ($32,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 18th day of February in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from The Cedarhurst Construction Company to the Baltimore Federal Savings & Loan Association

bearing date the 3rd day of April nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1194, Folio 537, and

Lots Nos. 42-43-44-45-46 Sharonville Anne Arundel County - Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered in the presence of

Clara M. Link

~~xxxxxx~~ As to Surety:

M. S. Kraus

M.S. Kraus

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

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED
1959 FEB 20 AM 10:28

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated April 3rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1194 folio 537 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 3:45 P.M.

all those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the east, west and north end or circle of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 42, 43, 44, 45, and 46 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing or planned and being constructed to contain, 6 rooms, 1 bath, each with attached car port.

All properties subject to set back easement, for improvements, as indicated on the aforementioned Plat.

Lots 42 and 43 are subject to certain drainage easement, 10 feet in width, the centre line of which is the division line between said lots as indicated and shown on the aforementioned Plat.

Lot No. 42 above is also subject to certain utility and drainage easement in and through the rear-most 10 feet thereof as shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately; and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser, or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

LIBER 120 PAGE 524

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE CEDARHURST CONSTRUCTION COMPANY	:	(In Equity) No.13,026

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 3rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1194 folio 537 from said The Cedarhurst Construction Company to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne ArundelCounty, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of February, ~~xt~~ 1959 at 3.45 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lots Nos. 42, 43, 44, 45 and 46 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 FEB 28 AM 9:20

9

$300.00 if sold separately

BY TERMS OF SALE, a cash deposit of ~~Five hundred~~ and $1200.00 if sold as an entirety ~~($500.00) Dollars~~ was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold as an entirety to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Fifteen Thousand ($15,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

LIBER 120 PAGE 526

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

THE CEDARHURST CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,026 Equity

Ordered, this 28th day of February, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $ 15,000.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 FEB 28 AM 9:20

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 7th day of April, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Walter S. Evans
JUDGE.

FILED
1959 APR -7 PM 2:20

10

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Baltimore Federal Savings and Loan Association, dated April 3rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1194 folio 537 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 25th, 1959 commencing at 3:45 P.M.

all those fee simple lots of ground, situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, situate on the east, west and north end or circle of Sharon Drive, and described as follows:

Being known and designated as Lots Nos. 42, 43, 44, 45, and 46 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

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.

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

The improvements on each of said lots consist of partially completed split level type dwellings, containing or planned and being constructed to contain, 6 rooms, 1 bath, each with attached car port.

All properties subject to set back easement, for improvements, as indicated on the aforementioned Plat.

Lots 42 and 43 are subject to certain drainage easement, 10 feet in width, the centre line of which is the division line between said lots as indicated and shown on the aforementioned Plat.

Lot No. 42 above is also subject to certain utility and drainage easement in and through the rearmost 10 feet thereof as shown on the aforementioned Plat.

TERMS OF SALE: The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $300.00 will be required of the purchaser or purchasers at the time and place of sale, if sold separately; and if sold as an entirety, a cash deposit of $1200.00 will be required of the purchaser or purchasers at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

F-19

LIBER 120 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., March 3, 1959

We hereby certify, that the annexed

Attorney's Sale

Cedarhurst Construction Co.

Liber 1194 Folio 537

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 February, 1959. The first insertion being made the 29th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

59 MAR -4 PM 1:10 By Vivian Tate

LIBER 120 PAGE 528

WALTER S. CALWELL, Attorney Named in the Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THE CEDARHURST CONSTRUCTION COMPANY	:	ANNE ARUNDEL COUNTY (In Equity) No. 13,026

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association, by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Thirty-two Thousand Five Hundred ($32,500.00) Dollars with the New Amsterdam Casualty Company, as surety, did on February 25th, 1959 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner. for lack of a higher bid, for the sum of Fifteen Thousand ($15,000.00) Dollars, which figure is considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE your Petitioner prays that this Honorable Court pass its order, in these proceedings, decreasing the Bond filed from the original penalty of $32,500.00 to that of $15,000.00.

FILED

1959 MAR 20 AM 9:32

17

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Joseph M. Hisley, Vice President

_____
Jos. R. Schneider, Secretary

_____
Walter S. Calwell
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of March, 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 made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

_____
Clara M. Link - Notary Public

UPON the aforegoing Petition and Affidavit, it is this 21st day of March, 1959 by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of Thirty-two Thousand five Hundred Dollars, and approved by this Court, be and the same is hereby decreased to appear in the penalty of Fifteen Thousand Dollars.

Matthew S. Evans
Judge

FILED

1959 MAR 23 AM 10:33

LIBER 120 PAGE 531

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,026 Equity

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
The Cedarhurst Construction Company

Ordered, this 28th day of February, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $15,000.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,026 Cedarhurst Construction Co $15,000.00

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 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 6 1959 APR -4 AM 9:56

15

LIBER 120 PAGE 532

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
The Cedarhurst Construction
Company

In the
Circuit Court
For
Anne Arundel County
No. 13,026 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.

September 9, 1959

Laura R. Dickling
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage vs. The Cedar- in ac.
hurst Construction Company

To Attorney for Fee, viz:	1,000 00	
To Attorney for Commissions, viz:	483 23	1,483 23
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	34 00	
Auditor - stating this account	13 50	57 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	61 26	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	12 00	
The Sun - advertising sale	5 20	
Baltimore News Post - advertising sale	1 75	
New Amsterdam Casualty Co.-bond premium	60 00	
E.T. Newell & Co.,Inc. -auctioneer's fee	30 00	
One-half Federal documentary stamps	8 25	
One-half State documentary stamps	16 50	
Clara M. Link - notary fees	1 25	204 21
To Attorney for Taxes, viz: 1959 State and County taxes ($362.27) adjusted - 1 month 25 days	54 43	54 43
Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	13,308 35	13,308 35
		15,107 72
Amount of mortgage claim filed	32,414 82	
Cr. Amount allowed above	13,308 35	
Balance subject to decree in personam	19,106 47	

17

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1959				
Feb.	25	Proceeds of Sale	15,000 00	
		Interest on deferred payment to 4/8/59	107 72	15,107 72
				15,107 72

LIBER 120 PAGE 535

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

The Cedarhurst Construction Company

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,026 Equity.

ORDERED, This 19th day of September, 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 26th 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 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of October, 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.

1959 OCT 23 PM 2:52

Matthew A. Byrne

Judge

19

LIBER 120 PAGE 536 OFFIC OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,026 Equity
WALTER S. CALWELL, Attorney
Named in Mortgage
vs.
THE CEDARHURST CONSTRUCTION COMPANY

Ordered, this 19th day of September, 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 thereof be shown on or before the 26th 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 26th day of October next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,026
Auditor Account
The Cedarhurst Construction Co

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 11426 1959 OCT 28

LIBER 1211 PAGE 537

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES R. HARKINS and	*	ANNE ARUNDEL COUNTY
CAROLYN C. HARKINS, his wife	*	NO. 13127 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Assignee-for the purpose of foreclosure
16 Crain Highway
Glen Burnie, Md.
SO.6-0770

FILED
1959 MAR 11 AM 10:40

BOOK 873 PAGE 281 LIBER 120 PAGE 538

No. 13,127 Equity

PURCHASE MONEY

This Mortgage,

Made this 19th day of October, 1954,

by and between Charles R. Harkins and Carolyn C. Harkins, his wife - - - - - - - - -

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -66- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 6,600.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being in Green Haven, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 18, 19 and 20, in Section "D", as outlined on the Plat of Hahn's (now Everd) Sub-Division of Green Haven, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 54; now Plat Cabinet 1, Rod M, Plat 9.

BEING ALSO the same property which the said Mortgagors acquired from Paul P. Sojka and Josephine A. Sojka, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

FILED

1959 MAR 11 AM 10:40

ASSIGNMENT LIBER 120 PAGE 539

FOR VALUE RECEIVED, I, do hereby assign the within Mortgage unto John Demyan, Jr., Attorney, for the purpose of foreclosure.

AS WITNESS my hand and seal this 3rd day of February, 1959.

WITNESS.

Amelia N. Dubman — Paul Sojka (SEAL)

Paul Sojka

JOHN DEMYAN, JR.
Attorney at Law
P. O. Box 266
Glen Burnie, Md.

BOOK 873 PAGE 282

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 33.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 33.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 6,600.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

Fred. W. Kuethe

Charles R. Harkins (SEAL)

Charles R. Harkins

..... (SEAL)

Carolyn C. Harkins (SEAL)

Carolyn C. Harkins

..... (SEAL)

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BOOK 873 PAGE 284 LIBER 120 PAGE 541

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of October, 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Charles R. Harkins and Carolyn C. Harkins, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Fred W. Kuethe
Fred. W. Kuethe Notary Public.

Recorded-22nd-Oct.-1954-at-9-A.M. Cesmt. ASSMT

ANNE ARUNDEL COUNTY
1959 MAR -3 PM 12:50
NO. 873 FOLIO 284
GEO. T. CROMWELL, CLERK

ANNE ARUNDEL COUNTY
1954 NOV 13 PM 3:23
NO. 873 FOLIO 284
GEO. T. CROMWELL, CLERK

100

PURCHASE MONEY
Mortgage

FROM
CHARLES R. HARKINS, and
CAROLYN C. HARKINS,
his wife

TO THE
GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO.....

Received for Record 22 Day of Oct. 1954 at 9 A.M. and the same is recorded in Liber J. H. L. No. 873 Fol. 284 Land Records of Anne Arundel County.
JOHN H. HOPKINS, Jr. Clerk
12.

LAW OFFICE
JOHN DEMYAN, JR.
ANNAPOLIS — GLEN BURNIE
MARYLAND

File in Escrow

ASSIGNMENT

ASSIGNMENT

ASSIGNMENT

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

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this 2nd day of Nov, 1954.

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

FRED. W. KUETHE Secretary.

By Joseph D. Groh President.
JOSEPH D. GROH
Joseph Groh

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES R. HARKINS and CAROLYN C. HARKINS, his wife	* * * * * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13127 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 John Demyan, Jr, Attorney

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

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

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

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

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

John Demyan, Jr, Attorney
16 Crain Highway, SW, Glen Burnie, Md.
Affiant SO 6-0770

Subscribed and sworn to before me this 2nd day of March, 1959

AMELIA H. TOBYAN
Notary Public

FILED
1959 MAR 11 AM 10:40

6

LIBER 120 PAGE 543

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES R. HARKINS and	*	ANNE ARUNDEL COUNTY
CAROLYN C. HARKINS, his wife	*	NO. 13127 EQUITY

****

STATEMENT OF CLAIM

****

ADVANCED TO MORTGAGE LOAN		$ 6,436.70
Plus:		
Monies advanced for Insurance Premiums 2 years	$ 34.60	
Monies advanced for Real Estate Taxes and Water and Sewer Ben. Chge. 2 yrs.	277.37	
Interest from 30th day of November, 1956 to March 31st, 1959	360.80	672.77
Total amount due under Mortgage		$ 7,109.47

Paul Sojka (SEAL)
Paul Sojka - Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 3rd day of March, 1959; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Paul Sojka, Assignee, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO.

FILED

1959 MAR 11 AM 10:40

1

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

LIBER 9 PAGE 591 LIBER 120 PAGE 544

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

EQUITY NO. 13,127

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES R. HARKINS and CAROLYN C. HARKINS, his wife

Assignee
BOND OF ~~Attorney~~

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,

of Glen Burnie, Maryland

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand and 00/100 - Dollars ($8,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of May , in the year of our Lord, nineteen hundred and fifty nine.

WHEREAS, the above bounden John Demyan, Jr., Assignee for the purpose of foreclosure

by virtue of an Assignment
from ~~Charles R. Harkins & Carolyn C. Harkins~~ Paul Sojka to John Demyan, Jr, Assignee
for the purpose of foreclosure - bearing date the
3rd day of February , 1959 and recorded among the Land
Records of Anne Arundel County in Liber GTC (JHH)
No. 873 Folio 284 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

John Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

Edward N.C. Bradley

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney-in-fact.

Bond approved this 6th day of May 1959.

George T. Cromwell Clerk

1959 MAY -6 PM 9:39

8

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lots 18, 19 and 20, Section D, Hahn's (now Everd) Sub-Division of Green Haven, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod M, Plat 9.

Property located at Green Haveo Third Election District of Anne Arundel County State of Maryland

UNDER and by virtue of the power of sale and authority contained lo a Mortgage from Charles R. Harkins and Carolyn C. Harkins, his wife, dated October 19, 1954, and recorded among the Land Records of Anne Arundel County io Liber J.H.H. 873, folio 281: said Mortgage having been assigned to Paul Sjka, by Assignment dated November 2, 1956, and recorded among the Land Records of Aone Arundel County in Liber G.T.C. 873, folio 284: which mortgage has been subsequently assigned to John Demyan, Jr., for the purpose of foreclosure, by Assignment dated February 3, 1959: and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 873 folio 284: (Default having occurred thereunder), the undersigned, the Assignee for the purpose of foreclosure, will sell at public auction, on the premises, on

May 6th, 1959
at 11 o'clock A.M.

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

BEING known and designated as Lots Nos. 18, 19 and 20, in Section "D." as outlined on the Plat of Hahn's (now Everd) Sub-Division of Green Haven, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 54: now Plat Cabinet 1, Rod M, Plat 9.

BEING ALSO the same property which the said Mortgagors acquired from Paul P. Sojka and Josephine A. Sojka, his wife, by Deed dated October 19, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 873, folio 279.

IMPROVEMENTS: Bungalow — Stucco oo cinder block, composition roof — Dwelling.

TERMS OF SALE: A Cash Deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from date of sale to date of setflement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

C JOHN DEMYAN, JR.
Assignee for the purpose of foreclosure.

GEORGE SCIBLE
Auctioneer

A-30

LIBER 120 PAGE 545 OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1959

We hereby certify, that the annexed Mortgage Sale Charles R. Harkins Equity No. 13,127

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of May, 1959. The first insertion being made the 9th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAY 13 PM 3:53 BY H. Tilghman

11

LIBER 120 PAGE 546

MORTGAGE SALE

OF VALUABLE FEE SIMPLE PROPERTY

No. 13,127 Equity

Lots 18, 19 and 20, Section D, Hahn's (now Evard) Sub-Division of Green Haven, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod M, Plat 9. **Property located at Green Haven, Third Election District of Anne Arundel County, State of Maryland.**

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Charles R. Harkins and Carolyn C. Harkins, his wife, dated October 19, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 873, folio 281; said Mortgage having been assigned to Paul Sojka, by assignment dated November 2, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 873, folio 284; which mortgage has been subsequently assigned to John Demyan, Jr., for the purpose of foreclosure, by assignment dated February 3, 1959; and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 873, folio 284; (Default having occurred thereunder), the undersigned, the Assignee for the purpose of foreclosure, will sell at public auction, on the premises, on

May 6th, 1959, at 11 o'clock a.m.

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

> BEING known and designated as Lots Nos. 18, 19 and 20, in Section "D," as outlined on the Plat of Hahn's (now Evard) Sub-Division of Green Haven, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. 3, folio 54; now Plat Cabinet 1, Rod M, Plat 9. BEING ALSO the same property which the said Mortgagors acquired from Paul P. Sojka and Josephine A. Sojka, his wife, by Deed dated October 19, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 873, folio 279.

IMPROVEMENTS: Bungalow – Stucco on cinder block, composition roof – Dwelling.

TERMS OF SALE: A Cash Deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from date of sale to date of settlement. Taxes and other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

George Scible
Auctioneer

JOHN DEMYAN, JR.
Assignee for the purpose of foreclosure

FILED

1959 MAY 15 PM 4:00

LIBER 120 PAGE 547

No. 13,127 Equity

PURCHASER'S AGREEMENT

May 6th, ,1959

Paul Sojka and Josephine Sojka, his wife , hereby certify, that they have purchased the property as advertised on the reverse side of this hand bill; and that they agree to comply with the terms of sale. The sale price for said property is $ 5,500.00 ,

WITNESS:

Paul Sojka
Purchaser's Name

George Scible-Auctioneer

Josephine Sojka
Purchaser's Name

Glen Burnie Md
Address

906-6274
Telephone No.

FILED
1959 MAY 15 PM 4:00

13-

LIBER 120 PAGE 548

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES R. HARKINS and	*	ANNE ARUNDEL COUNTY
CAROLYN C. HARKINS, his wife	*	NO. 13127 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John Demyan, Jr., Assignee for the purpose of foreclosure of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Charles R. Harkins and Carolyn C. Harkins, his wife, to the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated October 19th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 873, folio 281; said Mortgage having been assigned to Paul Sojka, by Assignment dated November 2nd 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 873, folio 281; and subsequently assigned to John Demyan, Jr., for the purpose of foreclosure, by Assignment dated the 3rd day of February, 1959; and recorded among the Land Records of Anne Arundel County in Liber G.T.C 873 folio 284; the said John Demyan, Jr., Assignee for the purpose of foreclosure of the Mortgage 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, offerred the property in said Mortgage described at public auction, on the premises, Green Haven, Anne Arundel County, Maryland; May 6th, 1959; at 11 o'clock A.M., and then and there sold the said property to Paul Sojka and Josephine Sojka,

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FILED
1959 MAY 15 P 3:59

his wife ----------at and for the sum of Fifty-Five Hundred ($5,500.00)---------- Dollars, being at that figure the highest bidder therefore, said property being the following:

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

BEING known and designated as Lots Nos. 18, 19 and 20, in Section "D", as outlined on the Plat of Hahn's (now Everd) Sub-Division of Green Haven, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 54; now Plat Cabinet 1, Rod M, Plat 9.

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

TERMS OF SALE: a cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Assignee further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted,

John Demyan, Jr., Assignee for the purpose of foreclosure.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of May, 1959 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Assignee for the purpose of foreclosure, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true

to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Virginia M. Conley

Notary Public

LIBER 120 PAGE 551

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF
~~versus~~
CHARLES R. HARKINS and
CAROLYN C. HARKINS, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,127 Equity

Ordered, this 15th day of May, 1959, That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., 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 $5,500.00

FILED 1959 May 15, PM 3:59
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF
~~versus~~
CHARLES R. HARKINS and
CAROLYN C. HARKINS, 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.

Matthews J.
JUDGE.

1959 JUN 24 PM 3:10

15

LIBER 120 PAGE 552

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. 13,127 Equity

In the Matter of the Mortgaged Real Estate of CHARLES R. HARKINS and CAROLYN C. HARKINS, his wife

Ordered, this 15th day of May, 1959. That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., 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 $5,500.00.

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. 13,127 Charles R. Harkins 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.

FILED

No. M.G. 8 1959 JUN 15 AM 9:40

By H. Tilghman

16

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~XXX~~
Charles R. Harkins
and
Carolyn C. Harkins, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,127 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Ecklund
Auditor.

August 12, 1959

FILED
1959 AUG 17 PM 12:20

Dr. In the Matter of the Mortgaged Real Estate of Charles R. Harkins in ac.
and Carolyn C. Harkins, his wife

To Assignee for Fee, viz:	50 00	
To Assignee for Commissions, viz:	197 05	247 05
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account	13 50	51 50
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	56 24	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	12 00	
Whitmore Printing & Stationery Co.-handbills	17 51	
U.S. Fidelity & Guaranty Co.-bond premium	32 00	
George W. Scible - auctioneer's fee	30 00	
One-half Federal documentary stamps	3 03	
One-half State documentary stamps	6 05	
Amelia H. Tubman - notary fees	1 50	166 33
To Paul Sojka, Assignee of the mortgage filed in these proceedings,-this balance on account mortgage claim	5,201 62	5,201 62
		5,666 50
Amount of mortgage claim filed	7,109 47	
Interest on principal balance of $6,436.70 from 3/31/59 to 5/6/59 - 36 days	38 62	
	7,148 09	
Cr. Amount allowed above	5,201 62	
Balance subject to decree in personam	1,946 47	

18

with John Demyan, Jr., Assignee Cr.

1959				
May	6	Proceeds of Sale	5,500 00	
		Interest on deferred payment of $5,000.00 - 2 months 22 days	68 33	5,568 33
		Refund 1959 State and County taxes	81 10	
		Refund 1959 water and sewer benefit charge ($26.25)	17 07	98 17
				5,666 50

ORDER NISI

LIBER 120 PAGE 556

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Charles R. Harkins and Carolyn C. Harkins, his wife

No. 13,127 Equity.

1959 AUG 17 P.M. 12:50

ORDERED, This 17th 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 2nd day of September, 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 SEP 22 PM 3

Benjamin Michaelson

Judge

LIBER 120 PAGE 55 OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 19__

We hereby certify, that the annexed

Order Nisi Eq. 13,127

Auditor Account

Charles R. Harkins

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, 19 59.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

21

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,127 Equity
In The Matter of the Mortgaged Real Estate of
CHARLES R. HARKINS and CAROLYN C. HARKINS, his wife.

Ordered, this 17th 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

No. M. G. 10592 1959 SEP 10 [illegible]

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILLIAM RAY HUBBARD and THERESA C. HUBBARD, his wife	:	ANNE ARUNDEL COUNTY Equity No. 13,278

: : : : : : :

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED

1959 JUN 16 [illegible]

804105

LIBER 120 PAGE 559

LIBER 1073 PAGE 510

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

Equity No. 12,278

MORTGAGE

PETITIONER'S EXHIBIT "A"

THIS MORTGAGE, made this 23rd day of October, A. D. 1956, by and between WILLIAM RAY HUBBARD and THERESA C. HUBBARD, his wife, - - - -

of Anne Arundel County - - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, - ~~a corporation organized and existing under the laws of the~~ 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 EIGHTY-NINE HUNDRED EIGHTY - - - - - - - - - - - - - Dollars ($8,980.00 -), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half - - per centum (4½ %) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION - -, in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FORTY-NINE DOLLARS AND NINETY-TWO CENTS - - - - - ~~Dollars~~ ($ 49.92 - -), commencing on the first day of November - - -, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October - - - - - -, 19 81. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lots Nos. 125-A, 125-B and 126-B, as shown on the Plat entitled "Section A, Revised Plat of Mount Pleasant Beach", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 24, then in Cabinet 1, Rod P, Plat 10, now in Plat Book No. 5, folio 31. Said lots being situate on the northeast side of Wharf Drive.

BEING the same lots of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by ROWILL TITLE HOLDING CORPORATION to WILLIAM RAY HUBBARD and THERESA C. HUBBARD, his wife, the within Mortgagors.

FILED ... 10:02

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

16—49890-8

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TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: 1 -36" Real Host Range.

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, 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 $108.00, payable half-yearly on the 23rd days of April - - - and October - - in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4

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

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

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

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

Witness: George A. Heinfield
GEORGE A. HEINFIELD

William Ray Hubbard (SEAL)
WILLIAM RAY HUBBARD

Theresa C. Hubbard (SEAL)
THERESA C. HUBBARD

~~[SEAL]~~

~~[SEAL]~~

STATE OF MARYLAND, CITY OF BALTIMORE, - - to wit: LIBER 1073 PAGE 514

I HEREBY CERTIFY, That on this 23rd 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 WILLIAM RAY HUBBARD and THERESA C. HUBBARD, his wife, - - - - - - - - - the above named Mortgagors, and they - - - - acknowledged the foregoing mortgage to be their - - - - - - - - - - - - act.

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

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

GEORGE A. HEINFIELD NOTARY PUBLIC BALTIMORE CITY

George A. Heinfield
GEORGE A. HEINFIELD Notary Public.

My commission expires May 6th, 1957.

Rec'd for record Oct 25 1956 at 2:30 P.M.
Mailed to The Security Title Guarantee Corp. of Balto.

FILE NO. 32846
WRITTEN BY
FORM APPROVED
READY FOR RECORD

INDEX IN CHATTELS

STATE OF MARYLAND

N.E.S. WHARF DRIVE

Mortgage

FROM

WILLIAM RAY HUBBARD and THERESA C. HUBBARD, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
56 OCT 25 PM 2 30
RECORDED IN LIBER GTC NO. 1073 FOLIO 510
GEO. T. CROMWELL, CLERK

Received for Record 19 at o'clock M. and Recorded in Liber &c., Folio of the Land Records of ....., and examined per ....., Clerk.

Cost of Record, $ 14.50

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

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

LIBER 120 PAGE 563

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM RAY HUBBARD and	:	ANNE ARUNDEL COUNTY
THERESA C. HUBBARD, his wife	:	Equity No. 12,278

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

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from William Ray Hubbard and Theresa C. Hubbard, his wife to Fraternity Federal Savings and Loan Association dated October 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC. No. 1073, folio 510.

June 9, 1959

William R. Hubbard & wife
N/E Side of Wharf Drive
Anne Arundel County, Maryland

Original amount	$ 8,980.00
Interest	1,049.66
Ground Rent	270.00
Taxes	322.41
Fire Insurance	60.72
	$10,682.79
Less payments	2,299.08
Balance due	$ 8,383.71

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

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

I HEREBY CERTIFY that on this 10th day of June, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1959 JUN 16 AM 10.02

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE Notary Public

6

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILLIAM RAY HUBBARD and THERESA C. HUBBARD, his wife	:	ANNE ARUNDEL COUNTY Equity No. 13,278

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

On this 24th day of July, 1959 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That William Ray Hubbard and Theresa C. Hubbard, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said William Ray Hubbard and Theresa C. Hubbard, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED
1959 JUL 30 AM 10:52

1

Mortgagee and Attorney's Bond.

LIBER 10 PAGE 58

US 1-369

LIBER 120 PAGE 565

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Equity No. 13,278

Know All Men by These Presents:

That we William C. Rogers
113 E. Baltimore Street, Baltimore 2, Maryland as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND AND NO/100 ($9,000.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-seventh day of July in the year nineteen hundred and fifty-nine

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from William Ray Hubbard and Theresa C. Hubbard, his wife to Fraternity Federal Savings & Loan Association, a body corporate bearing date the 23rd day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1073, Folio 510, and William C. Rogers

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

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

Signed, Sealed and Delivered
in the presence of

Herbert C. Moore
Attest: Herbert C. Moore

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

Bond filed and approved
this 30th day July 1959
George T. Cromwell, Clerk

UNITED STATES CASUALTY COMPANY

FILED 1959 JUL 30 AM 10:5?

By Elmer J. MacLeod
Elmer J. MacLeod, Vice-President

Witness as to Surety:
F. B. Cary
F. B. Cary

Attest: G. Lee Burgess
G. Lee Burgess, Assistant Secretary

9

1959 AUG -4 AM 11:41

FILED

LIBER 120 PAGE 566

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

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

No. 13,278 Equity

ATTORNEY'S SALE

OF VALUABLE

IMPROVED LEASEHOLD PROPERTY

AT MT. PLEASANT BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from William Ray Hubbard and Theresa C. Hubbard, his wife, to Fraternity Federal Savings and Loan Association, dated October 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1073, folio 510, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, August 1, 1959

AT 11:00 A.M.

All those lots of ground and improvements thereon being known and designated as Lots Nos. 125-A, 125-B and 126-B as shown on the Plat entitled "Section A, Revised Plat of Mt. Pleasant Beach, which Plat is now recorded among the Land Records of Anne Arundel County in Plat Book No. 5, folio 31. Said lots being situate on the northeast side of Wharf Drive. Being the same property conveyed to said Mortgagors by Deed of Assignment from Rowill Title Holding Corporation dated October 23, 1956 and recorded in Liber G.T.C. 1073, folio 508.

Subject to an annual ground rent of $108 payable half yearly on the 23rd days of October and April. Subject also to the legal operation and effect, if any, of convenants and restrictions of record and pole line agreements of record.

IMPROVEMENTS: Improved by a one-story frame dwelling; 6 rooms and bath; hot-air oil heat.

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

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

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

LIBER 120 PAGE 567 No. 13278 Equity

I hereby certify that I have on this 1st day of August, 1959, sold the within described property to Fraternity Federal Savings and Loan Association - - - - - - at and for the sum of Eight Thousand Dollars ($8,000.00) it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

FILED

1959 AUG -4 AM 11:41

I certify that Fraternity Federal Savings and Loan Association - - - - - has on this 1st day of August, 1959, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand Dollars ($8,000.00) - - - - - - - - - - and it hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY

WILLIAM C. ROGERS, ATTORNEY

10

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

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

AT MT. PLEASANT BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from William Ray Hubbard and Theresa C. Hubbard, his wife, to Fraternity Federal Savings and Loan Association, dated October 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1073, folio 510, defnult having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Aug. 1, 1959 at 11:00 A. M.

All those lots of ground and improvements thereon being known and designated as Lots Nos 125-A, 125-B and 126-B as shown on the Plat entitled "Section A, Revised Plat of Mt. Pleasant Beach, which Plat is now recorded among the Land Records of Anne Arundel County in Plat Book No. 5, folio 1. Said lots being situate on the northeast side of Wharf Drive. Being the same property conveyed to said Mortgagors by Deed of Assignment from Rowill Title Holding Corporation dated October 23, 1956 and recorded in Liber G.T.C. 1073, folio 5508.

Subject to an annual ground rent of $108 payable half yearly on the 23rd days of October and April. Subject also to the legal operations and effects, if any, of covenants and restrictions of record and pole line agreements of record.

IMPROVEMENTS: Improved by one-story frame dwelling; 6 rooms and bath; hot air oil heat.

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

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

jy-30

WILLIAM C. ROGERS,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM RAY HUBBARD and	:	ANNE ARUNDEL COUNTY
THERESA C. HUBBARD, his wife	:	No. 13278 Equity

: : : : : : : : : : :

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in mortgage to make sale of property known as Lots Nos. 125 A, 125 B, and 126 B situate on Wharf Drive, Mt. Pleasant Beach, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Capital-Gazette Press, Inc., a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, August 1, 1959 at 11:00 A.M. attend at the Court House Door, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $8,000.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

I HEREBY CERTIFY that on this 3rd day of August, 1959 before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE Notary Public

FILED
1959 AUG -4 AM 11:41

LIBER 120 PAGE 569

ORDER NISI

WILLIAM C. ROGERS,

Attorney Named in Mortgage

versus

WILLIAM RAY HUBBARD and

THERESA C. HUBBARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,278 Equity

Ordered, this 4th day of August, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 8,000.00

FILED 1959 AUG 4 AM 11:41

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS,

Attorney named in Mortgage

versus

WILLIAM RAY HUBBARD and

THERESA C. HUBBARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of September, 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 SEP 9 PM 3:11

1✓

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

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

AT MT. PLEASANT BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from William Ray Hubbard and Theresa C. Hubbard, his wife, to Fraternity Federal Savings and Loan Association, dated October 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1073, folio 510, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Aug. 1, 1959 at 11:00 A. M.

All those lots of ground and improvements thereon being known and designated as Lots Nos 125-A, 125-B and 126-B as shown on the Plat entitled "Section A, Revised Plat of Mt. Pleasant Beach, which Plat is now recorded among the Land Records of Anne Arundel County in Plat Book No. 5, folio 31. Said lots being situate on the northeast side of Wharf Drive. Being the same property conveyed to said Mortgagors by Deed of Assignment from Rowill Title Holding Corporation dated October 23, 1956 and recorded in Liber G.T.C. 1073, folio 5508.

Subject to an annual ground rent of $108 payable half yearly on the 23rd days of October and April. Subject also to the legal operations and effects, if any, of covenants and restrictions of record and pole line agreements of record.

IMPROVEMENTS: Improved by a one-story frame dwelling; 6 rooms and bath; hot air oil heat.

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

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

jy-30

LIBER 120 PAGE 570

OFF. OF

Maryland Gazette

Published by #13,275 Equity

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1959

We hereby certify, that the annexed Attorney's Sale William Ray Hubbard

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 August, 1959. The first insertion being made the 9th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 AUG -4 PM 3:23

B. H. Tilghman

13

LIBER 120 PAGE 571 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 2 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,278

William Ray Hubbard

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, 1959. The first insertion being made the 6th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 SEP -2 By: [illegible] Tilghman

14

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,278 Equity
WILLIAM C. ROGERS
Attorney Named in Mortgage
versus
WILLIAM RAY HUBBARD and THERESA C. HUBBARD
his wife

Ordered, this 4th day of August, 1959, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $8,000.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-27

No. M. G. 10487

LIBER 120 PAGE 572

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
William Roy Hubbard
and
Theresa C. Hubbard, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,278 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jicklin
Auditor.

September 21, 1959

FILED
1959 SEP 29 AM 11:19

Dr. William C. Rogers, Attorney named in Mortgage vs. William Roy Hubbard and Theresa C. Hubbard, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	271	65	371	65
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	64	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	12	18		
U.S. Casualty Co. - bond premium	18	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Herbert C. Moore - notary fees	1	50	161	64
To Attorney for Ground Rent, viz: semi-annual ground rent of $54.00 due 10/23/59 - 3 months 8 days	14	70	14	70
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,510	09	7,510	09
			8,109	58
Amount of mortgage claim filed	8,383	71		
Cr. Amount allowed above	7,510	09		
Balance subject to decree in personam	873	62		

16

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

1959								
Aug.	1	Proceeds of Sale		8,000	00			
		Interest on deferred payment of $7,500.00 - 1 month 14 days		55	00		8,055	00
		Refund 1959 State and County taxes- 4 months 29 days		54	58		54	58
							8,109	58

ORDER NISI

LIBER 120 PAGE 575

William C. Rogers,

Attorney named in Mortgage

VERSUS

William Ray Hubbard

and

Theresa C. Hubbard, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,278 Equity.

ORDERED, This 29th day of September, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of 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 2nd day of ~~September~~ November next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of November, 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 NOV -3 PM 3:11

D. Bruce Dunbar

LIBER 120 PAGE 576 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. 13,278 Equity
WILLIAM C. ROGERS, Attorney
Named in Mortgage
vs.
WILLIAM RAY HUBBARD and
THERESA C. HUBBARD, his wife

Ordered, this 29th day of September, 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 thereof be shown on or before the 2nd 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 2nd day of November next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed

Order Nisi Eq 13,278
Auditor Account

William Ray Hubbard

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of November, 1959. The first insertion being made the 1st day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11662 1959 OCT 29 AM 10:14 By A. Tilghman

19

LIBER 120 PAGE 577

IN THE MATTER OF THE MORTGAGED PROPERTY OF MARY E. MORGAN, Widow, and JESSE J. MORGAN, Deceased	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13248 EQUITY

.. ..

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the certified copy of mortgage, which is marked "Plaintiff's Exhibit A" in this foreclosure suit.

Henry J. Tarantino

Henry J. Tarantino,
Attorney named in mortgage

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1959 MAY 20 PM 2:42

MORTGAGE TITLE—CITY OR COUNTY—Form 16

LIBER 120 PAGE 578

SEE 1034 ... 57

No. 13,248 Equity

PURCHASE MONEY

THIS MORTGAGE, Made this 19th day of June Nineteen

in the year nineteen hundred and fifty-six by and between JESSE J. MORGAN

and MARY E. MORGAN, his wife

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

DOMINICK BRUNI and IDA E. BRUNI, his wife

, Mortgagees, of the second part:

Whereas, the said mortgagors are justly and bonafidely indebted unto the said mortgagees on the balance of the purchase price of the hereinafter described property in the full amount of Nine Thousand Three Hundred ($9,300.00) Dollars, which the said mortgagors have agreed to repay in monthly installments of 240 consecutive months, at the sum of $66.63, including interest at the rate of 6% per annum, the first of said monthly installments to begin on the 7th day of July, 1956, and to continue on the 7th day of each and every successive month thereafter until the entire indebtedness be paid in full. The said mortgagors however, shall have the right and privilege to pay off the entire indebtedness at any time before the due date of this mortgage; and,

WHEREAS, it was a condition precedent to the granting of the aforesaid loan and advancement that these presents should be executed to secure the prompt payment of the aforesaid loan as and when the same shall become due and demandable, together with all interest to accrue thereon.

AND said mortgagors agree herein to assume and to continue the payments under loan dated December 17, 1947 from Clarence E. Rose and Mary C. Rose, his wife, to the County Trust Company of Maryland and recorded among the Land Records of A. A. Co., in Liber J.H.H. 448, folio 353; said mortgage having been reduced to the sum of $2,725.00.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar,

the said JESSE J. MORGAN and MARY E. MORGAN, his wife

do grant and convey unto DOMINICK BRUNI and IDA E. BRUNI,

his wife, their heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the Third

Election District, County aforesaid, and described as follows, to wit:--Beginning for the same at the northeasternmost end of a 30 feet road running from Lake Drive Northeasterly toward Lake Placid and at the Southernmost corner of Lot 143, as laid out on the plat of Shoreacres hereinafter referred to; thence Northeast along the Southeast side of Lot 143, 250 feet, more or less, to the waters of Lake Placid; thence Southerly and Southwesterly along the waters of Lake Placid 260 feet, more or less, to the North side of Lot 141; thence Westerly along the North side of Lot 141; 68 feet, more or less, to the Southeasternmost corner of the above mentioned Road; thence Northerly along the said road 25 feet, more or less, to the place of beginning. Being Lot Number 142 as laid out on the plat of Shoreacres, sub-divided by the Cityco Realty Company of Baltimore City, and recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-5, Plat No. 209 (formerly recorded in Plat Book G. W. Sec. 3, folio 209) New Plat Bk. 15 folio 49.

BEING the same property which by deed of even date herewith was granted and conveyed by Dominick Bruni and Ida E. Bruni, his wife, to Jesse J. Morgan and Mary E. Morgan, his wife, and intended to be recorded immediately prior hereto among the Land Records aforesaid.

FILED

1959 MAY 20 PM 2:42

Plaintiff's Exhibit A

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 DOMINICK BRUNI and IDA E. BRUNI, his wife, their heirs and assigns, forever.

Provided, that if the said JESSE J. MORGAN and MARY E. MORGAN, his wife, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Nine Thousand, Three Hundred ($9,300.00) 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 Henry J. Tarantino 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 ($100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said 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 Mortgagor s for 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 their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Henry J. Tarantino their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said part ies of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part ies of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Nine Thousand, Three Hundred and 00/100 ($9,300.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee s, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seal s of the within mortgagors.

TEST:

Dorothy R. Skipper

Jesse J. Morgan [SEAL]
JESSE J. MORGAN

Mary E. Morgan [SEAL]
MARY E. MORGAN

[SEAL]

State of Maryland, ANNE ARUNDEL COUNTY, to wit , ss:

I Hereby Certify, that on this 7th day of June in the year one thousand nine hundred and fifty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Jesse J. Morgan and Mary E. Morgan, his wife the Mortgagor s named in the foregoing Mortgage, and each acknowledged the foregoing Mortgage to be their act. AND

AND

Dorothy Roberts Skipper
Dorothy Roberts Skipper,
Notary Public

4

1034 59

LIBER 129 PAGE 581

OF 1034 60

STATE OF CALIFORNIA, SAN DIEGO COUNTY, to wit:-

I HEREBY CERTIFY, that on this 2ND day of June, 1956, before me, the subscriber, a Notary Public of the State of California, County aforesaid, personally appeared Dominick Bruni and Ida E. Bruni, his wife, and made oath in due form of law that the consideration set forth in said Mortgage, is true and Bona Fide as therein set forth.

Notary Public

MY COMMISSION EXPIRES MARCH 10, 1959

Rec'd for record June 7, 1956 at 11:31 A.M.

Mailed to Henry F. Granlund

5

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Mortgage, as recorded in Liber G.T.C. No. 1034, folio 57, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 18th. day of May, 1959, A. D.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

LIBER 120 PAGE 583

IN THE MATTER OF THE MORTGAGED PROPERTY OF MARY E. MORGAN, Widow and JESSE J. MORGAN, Deceased : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13248 EQUITY

.. ..

STATEMENT OF ACCOUNT

Original amount of mortgage	$9,300.00
Received on account of principal	569.55
Balance due on principal	$8,730.45

Unpaid installments under terms of mortgage at the sum of $66.63 monthly, including interest at the rate of 6% for the following monthly installments:

Feb. 7, 1959 - - - - -	$66.63	
March 7, 1959 - - - -	66.63	
April 7, 1959 - - - -	66.63	
May 7, 1959 - - - - -	66.63	
		$266.52
1959 State and County Realty taxes paid by mortgagees		103.27
		$369.79

Dominick Bruni
Dominick Bruni

Ida E. Bruni
Ida E. Bruni
Mortgagees

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

I HEREBY CERTIFY, that on this 18th day of May, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dominick Bruni and Ida E. Bruni, his wife, who made oath in due form of law that they are the mortgagees named in the mortgage herein, dated May 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1034, folio 57, and that the foregoing Statement constitutes a true and just account of the balance remaining due on said mortgage.

AS WITNESS my hand and Notarial Seal.

Dorothy Robertson Skipper
Notary Public

FILED
1959 MAY 20 PM 2:42

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

IN THE MATTER OF THE MORTGAGED PROPERTY OF MARY E. MORGAN, Widow and JESSE J. MORGAN, Deceased	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,248 EQUITY

.. ..

ATTORNEY'S SALE

of

VALUABLE FEE SIMPLE PROPERTY IMPROVED BY A DWELLING, SITUATE AT SHORE ACRES, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority in a mortgage from Jesse J. Morgan and Mary E. Morgan, his wife, dated May 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1034, folio 57; the said Jesse J. Morgan having since departed this life, and (default having occured thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, Court House, Annapolis, Maryland, and subject to balance of an existing mortgage from Clarence E. Rose and Mary C. Rose, his wife, to the County Trust Company of Maryland, dated December 17, 1947 and recorded among the Land Records aforesaid in Liber J.H.H. No. 448, folio 353, which balance of said mortgage will be announced at said sale, on

WEDNESDAY, June 24, 1959

at 11:00 A.M.

the following described property:

BEGINNING for the same at the northeasternmost end of a 30 foot road running from Lake Drive Northeasterly toward Lake Placid and at the Southernmost corner of Lot 143, as laid out on the plat of Shoreacres hereinafter referred to; thence Northeast along the Southeast side of Lot 143, 250 feet, more or less, to the waters of Lake Placid; thence Southerly and Southwesterly along the waters of Lake Placid 260 feet, more or less, to the North side of Lot 141; thence westerly along the North side of Lot 141; 68 feet, more or less, to the Southeasternmost corner of the above mentioned Road; thence Northerly along

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1959 MAY 22 AM 10:12

the said road 25 feet, more or less, to the place of beginning. Being Lot Number 142 as laid out on the plat of Shoreacres, sub-divided by the Cityco Realty Company of Baltimore City, and recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-5, Plat No. 209 (formerly recorded in Plat Book G.W. Sec. 3, folio 209)

BEING the same property which by deed of even date herewith was granted and conveyed by Dominick Bruni and Ida E. Bruni, his wife, to Jesse J. Morgan and Mary E. Morgan, his wife, and intended to be recorded immediately prior hereto among the Land Records aforesaid.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest fromthe day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply:

Henry J. Tarantino,
Attorney named in Mortgage
160 South Street,
Annapolis, Maryland.

ROBERT H. CAMPBELL,
Auctioneer

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

LIBER 120 PAGE 586

LIBER 10 PAGE 1

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY 13,248 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Henry J. Tarantino, 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 Nine Thousand Dollars - - - - - - ($9,000.00) - - 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 26th day of May, 1959.

WHEREAS, by virtue of a power of sale contained in a mortgage from Mary E. Morgan, widow & Jesse J. Morgan, deceased bearing date on or about May 14, 1956 the said Henry J. Tarantino is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Henry J. Tarantino is about to execute said power and make sale of the property described as aforesaid in said mortgage.

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

SIGNED, sealed and delivered in the presence of

Henry J. Tarantino (SEAL)
Henry J. Tarantino, PRINCIPAL
GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
SURETY

Kathleen L. Woelfel
Kathleen L. Woelfel, as to both

Bond filed and approved this 28th day May, 1959
George T. Cromwell, Clerk

FILED
1959 MAY 28 PM

10

LIBER 120 PAGE 587 OFF. OF

Legal Notice

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,248 EQUITY

IN THE MATTER OF THE MORTGAGED PROPERTY OF MARY E. MORGAN, Widow and JESSE J. MORGAN, Deceased

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY IMPROVED BY A DWELLING. SITUATE AT SHORE ACRES, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority in a mortgage from Jesse J. Morgan and Mary E. Morgan, his wife, dated May 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1034, folio 57; the said Jesse J. Morgan having since departed this life, and (default having occurred thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, Court House, Annapolis, Maryland, and subject to balance of an exisiting mortgage from Clarence E. Rose and Mary C. Rose, his wife, to the County Trust Company of Maryland, dated December 17, 1947 and recorded among the Land Records aforesaid in Liber J.H.H. No. 448, folio 353, which balance of said mortgage will be announced at said sale, on

Wed., June 24, 1959 at 11:00 A. M.

the following described property:

BEGINNING for the same at the northeasternmost end of a 30 foot road running from Lake Drive Northeasterly toward Lake Placid and at the Southernmost corner of Lot 143, as laid out on the plat of Shore Acres hereinafter referred to; thence Northeast along the Southeast side of Lot 143, 250 feet, more or less, to the waters of Lake Placid; thence Southerly and Southwesterly along the waters of Lake Placid 260 feet, more or less, to the North side of Lot 141; thence westerly along the North side of Lot 141; 68 feet, more or less, to the Southernmost corner of the mentioned Road; thence Northerly along the said road 25 feet, more or less to the place of beginning. Being Lot Number 142 as laid out on the plat of Shore Acres, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-5, Plat No. 209 (formerly recorded in Plat Book G.W. Sec. 3, folio 209).

BEING the same property which by deed of even date herewith was granted and conveyed by Dominick Bruni and Ida E. Bruni, his wife, to Jesse J. Morgan and Mary E. Morgan, his wife, and intended to be recorded immediately prior hereto among the Land Records aforesaid.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply:

HENRY J. TARANTINO
Attorney named in Mortgage
160 South Street
Annapolis, Maryland

ROBERT H. CAMPBELL
Auctioneer

Ju-12

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1959

We hereby certify, that the annexed

Attorney's Sale

Jesse J. Morgan

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959
59 JUN 23 AM 10:46

By H. Tilghman

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

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Property

IMPROVED BY A DWELLING, SITUATE AT SHORE ACRES, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority in a mortgage from Jesse J. Morgan and Mary E. Morgan, his wife, dated May 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1034, folio 57; the said Jesse J. Morgan having since departed this life, and (default having occurred thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, Court House, Annapolis, Maryland, and subject to balance of an existing mortgage from Clarence E. Rose and Mary C. Rose, his wife, to the County Trust Company of Maryland, dated December 17, 1947 and recorded among the Land Records aforesaid in Liber J.H.H. 448, folio 353, which balance of said mortgage will be announced at said sale, on

WEDNESDAY, JUNE 24, 1959

AT 11:00 A.M.

the following described property:

BEGINNING for the same at the northeasternmost end of a 30 foot road running from Lake Drive Northeasterly toward Lake Placid and at the Southernmost corner of Lot 143, as laid out on the plat of Shoreacres hereinafter referred to; thence Northeast along the Southeast side of Lot 143, 250 feet, more or less, to the waters of Lake Placid; thence Southerly and Southwesterly along the waters of Lake Placid 260 feet, more or less, to the North side of Lot 141; thence westerly along the North side of Lot 141; 68 feet, more or less, to the Southeasternmost corner of the above mentioned Road; thence Northerly along the said road 25 feet, more or less, to the place of beginning. Being Lot Number 142 as laid out on the plat of Shoreacres, sub-divided by the Cityco Realty Company of Baltimore City, and recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-5, Plat No. 209 (formerly recorded in Plat Book G.W. Sec. 3, folio 209).

BEING the same property which by deed of even date herewith was granted and conveyed by Dominick Bruni and Ida E. Bruni, his wife, to Jesse J. Morgan and Mary E. Morgan, his wife, and intended to be recorded immediately prior hereto among the Land Records aforesaid.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply:

HENRY J. TARANTINO,
Attorney named in Mortgage
160 South Street,
Annapolis, Maryland

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1959 JUN 30 PM 2:23

21

AUCTIONEER'S CERTIFICATE AND AGREEMENT OF PURCHASERS

I HEREBY CERTIFY that I have on this 24th day of June, 1959, sold the property described on the reverse side of this handbill, to Dominick Bruni and Ida E. Bruni, at and for the sum of $5,000.00.

Robert H. Campbell
Auctioneer

I HEREBY CERTIFY that on this 24th day of June, 1959, we purchased the property described on the reverse side of this handbill at and for the sum of $5,000.00 and we hereby agree to comply with the terms of the sale.

Dominick Bruni
Dominick Bruni

Ida E. Bruni
Ida E. Bruni

FILED
1959 JUN 30 PM 2:23

13

IN THE MATTER OF THE MORTGAGED PROPERTY OF MARY E. MORGAN, Widow and JESSE J. MORGAN, Deceased	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,248 EQUITY

:: :: : : :: ::

AFFIDAVIT OF NON-MILITARY STATUS OF MORTGAGOR

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Henry J. Tarantino, being first duly sworn and on oath deposes and says, that he is the Attorney named in Mortgage for purposes of foreclosure in the certified copy of mortgage filed herein. That he personally knows Mary E. Morgan, Widow, and that she is a citizen of the United States, resident of Anne Arundel County and that said party is not in the Military Service of the United States, as defined by the Soldiers and Sailors Civil Relief Act.

Henry J. Tarantino

SUBSCRIBED and SWORN to, before me, this 30th day of June, 1959.

Dorothy Roberts Skipper
Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1959 JUN 30 PM 2:23

14

IN THE MATTER OF THE MORTGAGED PROPERTY OF MARY E. MORGAN, Widow and JESSE J. MORGAN, Deceased	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,248 EQUITY

.. ..

REPORT OF SALE

The Report of Sale of Henry J. Tarantino, Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in mortgage from Jesse J. Morgan and Mary E. Morgan, his wife, to Dominick Bruni and Ida E. Bruni, his wife, dated May 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1034, folio 57; the said Jesse J. Morgan having since departed this life; the said Henry J. Tarantino, Attorney named in Mortgage, to make sale of property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale, by advertisement in the Evening Capital, (Certificate of Publication filed herein), a newspaper published in Anne Arundel County, and having complied with all requirements of the mortgage and other laws for such case made and provided, offered the property in said mortgage, subject to balance of an existing mortgage from Clarence E. Rose and Mary C. Rose, his wife, to the County Trust Company of Maryland, dated December 17, 1947, and recorded among the Land Records aforesaid in Liber J.H.H. No. 448, folio 353, which balance was announced at said sale, at public auction, at the Court House Door, Court House, Annapolis, Maryland, on Wednesday, June 24, 1959, at 11:00 A.M., at and for the sum of $5,000.00 being at that figure, the highest bidder therefore and said property being described as follows:

FILED

1959 JUN 30 PM 2:23

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

15

BEGINNING for the same at the northeasternmost end of a 30 foot road running from Lake Drive Northeasterly toward Lake Placid and at the Southernmost corner of Lot 143, as laid out on the plat of Shoreacres hereinafter referred to; thence Northeast along the Southeast side of Lot 143, 250 feet, more or less, to the waters of Lake Placid; thence Southerly and Southwesterly along the waters of Lake Placid 260 feet, more or less, to the North side of Lot 141; thence westerly along the North side of Lot 141; 68 feet, more or less, to the Southeasternmost corner of the above mentioned Road; thence Northerly along the said road 25 feet, more or less, to the place of beginning. Being Lot Number 142 as laid out on the plat of Shoreacres, sub-divided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-5, Plat No. 209 (formerly recorded in Plat Book G.W. Sec. 3, folio 209).

BEING the same property which by deed of even date herewith was granted and conveyed by Dominick Bruni and Ida E. Bruni, his wife, to Jesse J. Morgan and Mary E. Morgan, his wife, and intended to be recorded immediately prior hereto among the Land Records aforesaid.

And the said Henry J. Tarantino, Attorney named in mortgage, further reports that Dominick Bruni and Ida E. Bruni, his wife, were the highest bidders at said sale and that he has received from the said purchasers, a deposit as required by the terms of sale and also required the purchasers' agreement to comply with the terms of sale, which are as follows:

A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement. Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

Said sale as reported herein was fairly made.

Henry J. Tarantino

Henry J. Tarantino,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of June, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry J. Tarantino, Attorney named in Mortgage, and he made oath in due form of law that the matters, facts and information as set forth in the aforegoing Report of Sale are true to the best of his information, knowledge and belief and sale herein was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper

Dorothy Roberts Skipper, Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

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ORDER NISI

LIBER 120 PAGE 593

In the Matter of the Mortgaged
Property of Mary E. Morgan, Widow
~~XXXXX~~
and Jesse J. Morgan, Deceased

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,248 Equity

Ordered, this 30th day of June, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Henry J. Tarantino, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of September next.

The report states that the amount of sale was $ 5,000.00

FILED 1959 JUN 30 PM 2:23

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

In the Matter of the Mortgaged
Property of Mary E. Morgan, Widow
~~XXXXX~~
and Jesse J. Morgan, Deceased

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
_____ Term, 19

ORDERED BY THE COURT, This 15th day of September, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 SEP 15 AM 10:22

17

LIBER 120 PAGE 594 OFFICE

Evening Capital

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,248 Equity

In the Matter of the Mortgaged Property of
MARY E. MORGAN, Widow
and
JESSE J. MORGAN, Deceased

Ordered, this 30th day of June, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Henry J. Tarantino, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of September next.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

a-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,248 Sale Mary E. Morgan 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 11th day of September, 1959. The first insertion being made the 10th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Talgkman

FILED

No. M59 SEP 14 AM 11:14

18

LIBER 120 PAGE 595

In the Case of

In the Matter of the Mortgaged Property of

~~xxxx~~

Mary E. Morgan, Widow,

and

Jesse J. Morgan, deceased

In the

Circuit Court

For

Anne Arundel County

No. 13,248 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.

September 18, 1959

Dr. In the Matter of the Mortgaged Property of Mary E. Morgan, Widow, in ac.
and Jesse J. Morgan, deceased

To Attorney for Fee, viz:	100 00	
To Attorney for Commissions, viz:	180 00	280 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	65 00	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
Speer Publications, Inc. - handbills	15 96	
Globe Indemnity Co. - bond premium	36 00	
Robert H. Campbell - auctioneer's fee	45 00	
One-half Federal documentary stamps	2 75	
One-half State documentary stamps	5 50	
Dorothy R. Skipper - notary fees	1 50	198 71

LIBER 1210 PAGE 597

To Attorney for Taxes, viz: 1959 State and County taxes ($104.23) adjusted - 5 months 24 days	49 88	49 88
To Dominick Bruni and Ida E. Bruni, his wife, mortgagees - this balance on account mortgage claim	4,419 91	4,419 91
		5,000 00
Amount of mortgage claim filed	8,730 45	
Interest on principal balance from 1/7/59 to 6/24/59 - 5 months 17 days	243 00	
	8,973 45	
Cr. Amount allowed above	4,419 91	
Balance subject to decree in personam	4,553 54	

with Henry J. Tarantino, Attorney named in Mortgage Cr.

1959				
June	24	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

1959 SEP 21 PM 10:03

LIBER 120 PAGE 599

ORDER NISI

In the Matter of the Mortgaged Property of ~~XXXXXX~~ Mary E. Morgan, Widow, and Jesse J. Morgan, deceased

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,248 Equity.

ORDERED, This 21st day of September, 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 26th 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 26th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2nd day of November, 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.

1959 NOV -3 AM 10:13

Matthew S. Evans
Judge

LIBER 120 PAGE 600 OFFICE OF

Evening Capital

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,248 Equity

In the Matter of the Mortgaged Property of

MARY E. MORGAN, widow, and JESSE J. MORGAN, deceased

Ordered, this 21st day of September, 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 thereof be shown on or before the 26th 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 26th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

O-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,248. Auditor Account. Mary E. Morgan. Jesse J. Morgan (deceased)

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 26th day of October, 1959. The first insertion being made the 24th day of September, 1959.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 114 1959 NOV -2 AM 9:44

By H. Tilghman

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