LIBER 121 PAGE 1

JOHN O. DUMLER, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
VS	:	FOR
CLARENCE C. CRANDALL and M. JEANETTE CRANDALL, his wife	:	ANNE ARUNDEL COUNTY (In Equity) Equity No. 13,289

MR. CLERK:

PLEASE DOCKET THE ABOVE ENTITLED CASE, AND FILE THE ENCLOSED MORTGAGE AS PLAINTIFF'S EXHIBIT "A".

John O. Dumler,
Attorney named in Mortgage

FILED

1959 JUN 19 PM 2:22

Form 812

[DR.—CITY OR COUNTY]

LIBER 1071 PAGE 555

John O. Dunler,
Attorney named in Mortgage

Plaintiff's Exhibit "A"

Mortgage

Equity No 13,289

LIBER 121 PAGE 2

THIS MORTGAGE, Made this 16th day of October, in the year Nineteen Hundred and Fifty-six, by and between Clarence C. Crandall and M. Jeanette Crandall, 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 Seven Thousand Dollars ($ 7000.00), 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 Seven Thousand Dollars ($ 7000.00), 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-nine ($ 59.00), 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 November, 19 56 , and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Fifth District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lot Numbered Twelve (12) in Section 2, as shown on the Plat of the Subdivision of the Reinecke property, Glen Burnie, Maryland, said plat recorded among the Land Records of Anne Arundel County simultaneously with a deed dated March 3, 1949, from Richard A. Reinecke and wife to Henry F. Zangara and wife.

BEING one of the lots of ground which, by deed dated May 8, 1953, and recorded among the Land Records aforesaid in Liber J.H.H. No. 755, folio 320, was granted and conveyed by Henry F. Zangara and wife to the herein named Mortgagors.

FILED

1959 JUN 19 PM 2:22

LIBER 121 PAGE 3
LIBER 1071 PAGE 556

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS:

Clarence C. Crandall (SEAL)
Clarence C. Crandall

Antoinette M. Granese
Antoinette M. Granese

M. Jeanette Crandall (SEAL)
M. Jeanette Crandall

(SEAL)

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 16th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Clarence C. Crandall and M. Jeanette Crandall, his wife, known to me to be the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

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

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

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 6, 1957

Rec'd for record Oct. 19 1956 at 9:41 A.M.

Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

FROM

CLARENCE C. CRANDALL

AND WIFE

TO

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

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

1956 OCT 19 AM 9:41

& RECORDED IN LIBER 610 NO. 1071 FOLIO 555

GEO. L. CROMWELL, CLERK

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

1406 FIDELITY BUILDING

File No. 11210-T

Property:

Lot 12, Sec. 2
Reinecke Property

Description approved

Execution approved

LIBER 121 PAGE 6

JOHN O. DUMLER, Attorney named in Mortgage	.	IN THE CIRCUIT COURT
VS	.	FOR
CLARENCE C. CRANDALL and M. JEANETTE CRANDALL, his wife	.	ANNE ARUNDEL COUNTY (In Equity)

..... Equity No. 13,289

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 Charles F. Loos, Vice-President of Capital Savings and Loan Association, Inc., formerly The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

(3) said 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.

Charles F. Loos
Charles F. Loos, Affiant

SUBSCRIBED AND SWORN to before me 17th day of June 1959.

Isabelle Bowes
Isabelle Bowes Notary Public

My commission expires May 1, 1961

FILED
1959 JUN 19 PM 2:22

6

LIBER 121 PAGE 7

JOHN O. DUMLER,
Attorney named in Mortgage

VS

CLARENCE C. CRANDALL and
M. JEANETTE CRANDALL, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)
Equity 13,289

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated October 16, 1956	$7,000.00
Less Amount paid thereon	$ 601.29
BALANCE DUE AS OF JULY 1, 1959	$6,398.71

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 18th day of June, in the year one thousand nine hundred fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary C. Bauer, Secretary of Capital Savings and Loan Association, Inc., formerly The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD

Antoinette M. Granese
Antoinette M. Granese, Notary Public

My commission expires May 1, 1961

FILED

1959 JUN 19 PM 2:23

1

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** **BALTIMORE 3**

Equity No. 13,289

LIBER 121 PAGE 8

KNOW ALL MEN BY THESE PRESENTS: LIBER 10 PAGE 45

That we, John O. Dumler, 1406 Fidelity Building, Baltimore 1, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND AND 00/100 ($8,000.00) - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of July in the year of our Lord 1959

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Clarence C. Crandall and M. Jeanette Crandall, his wife to The Capital Building & Loan Association of Baltimore City bearing date the 16th day of October, 1956 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1071 Folio 555 and John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Ann Ambrozak — John O. Dumler (SEAL)

Ann Ambrozak — John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony — By E. V. Shockley

D. Anthony *As to Surety* E. V. Shockley *Attorney-in-Fact*

MD3228a—500, 10-57 147555
Mortgagee's or Attorney's Bond

FILED

1959 JUL 17 AM 9:40

Said filed and approved this 17th day of July 1959
George T. Cromwell, Clerk

JOHN O. DUMLER, Attorney named in Mortgage

Vs.

CLARENCE C. CRANDALL, and M. JEANETTE CRANDALL, his wife

LIBER 121 PAGE 9 IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(IN EQUITY)

No. 13,282 Equity

REPORT OF SALE

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

The report of sale of John O. Dumler, Attorney named in Mortgage, to make sale of fee simple property in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, said John O. Dumler, Attorney named in Mortgage did pursuant to said notice, on the 22nd, day of July, 1959, at 2:00 P.M. sell on the premises the aforesaid fee simple property unto C. Y. Corporation, at and for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00) cash, the said C. Y. Corporation having offered the greatest price therefor.

John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this day of July, 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 Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese, Notary Public

My commission expires May 1, 1961

FILED

1959 JUL 31 PM 3:00

ORDER NISI

JOHN O. DUMLER,
Attorney named in Mortgage
versus
CLARENCE C. CRANDALL, and
M. JEANETTE CRANDALL, his wife

IN LIBER 121 PAGE 10

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,289 Equity

Ordered, this 31st day of July, 1959, That the sale of the Property in these proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $11,500.00

FILED 1959 JUL 31 PM 3:00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN O. DUMLER,
Attorney named in Mortgage
versus
CLARENCE C. CRANDALL, and
M. JEANETTE CRANDALL, 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.

Matthew S. Ennis
JUDGE.

FILED
1959 SEP 10 AM 10:37

10

Additional Bond #73 64 192

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3* LIBER 10 PAGE 59

No: 13289 Equity

LIBER 121 PAGE 11

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, 1406 Fidelity Building, Baltimore 1, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND FIVE HUNDRED AND 00/100 ($3,500.00) - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of July in the year of our Lord 1959

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from Clarence C. Crandall and M. Jeanette Crandall, his wife to The Capital Building & Loan Association of Baltimore City bearing date the 16th day of October, 1956 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1071 Folio 555 and John O. Dumler is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John O. Dumler has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Ann Ambrozak
Ann Ambrozak

John O. Dumler (SEAL)
John O. Dumler

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

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

MD3228a—500, 10-57 147555
Mortgagee's or Attorney's Bond

FILED
1959 JUL 31 PM 3:00

Bond Approved this 31st day of July 1959.
George T. Cromwell Clerk

Solicitors
1406 Fidelity Building

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

ON JOYCE LANE NEAR CENTRAL AVENUE, GLEN BURNIE, FIFTH DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a Mortgage from Clarence C. Crandall and M. Jeanette Crandall, his wife, to the Capital Building and Loan Association of Baltimore City, (now Capital Savings and Loan Association, Inc.), dated October 16, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1071, folio 555, (Default having occurred thereunder), the undersigned, the Attorney named in said Mortgage will sell at public auction on the premises on Wednesday the

22nd day of July, 1959

At 2:00 P.M.

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

BEING known and designated as Lot Numbered Twelve (12) in Section 2, as shown on the Plat of the Subdivision of the Reinecke property, Glen Burnie, Maryland, said plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 518, folio 44, said lot fronting sixty feet, more or less on Joyce Lane and having a depth of one hundred feet, more or less. The property is seventy-five feet, more or less, northeast of Central Avenue.

THE above property is in fee simple and is improved by a brick dwelling, containing a two car garage.

TERM OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County to bear interest from day of sale to day of settlement, at six per cent per annum. Taxes and all other public charges to be adjusted to day of sale.

JOHN O. DUMLER
Attorney named in Mortgage
ALEX COOPER,
Auctioneer

Jy-16

OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 12

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Mortgage Sale

Equity No. 13,489

Clarence C. Crandell

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 22 nd day of July, 1959. The first insertion being made the 25 th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

FILED

1959 JUL 31 PM 3:28

12

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,289 Equity

JOHN O. DUMLER
Attorney named in Mortgage
Versus
CLARENCE C. CRANDALL, and M. JEANETTE CRANDALL, his wife

Ordered, this 31st day of July, 1959, That the sale of the Property in these proceedings mentioned, made and reported by John O. Dmler, 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 $11,500.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 2 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,289
Sale
Clarence C. Crandall

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

No. M. G. 10485

FILED
1959 SEP -2 PM 1:45

13

LIBER 121 PAGE 14

In the Case of

John O. Dumler,
Attorney named in Mortgage
vs.
Clarence C. Crandall
and
M. Jeanette Crandall, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,289 Equity

To the Honorable, the Judges of said Court:

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

September 25, 1959

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

FILED

1959 SEP 29 PM 12:29

Dr. John O. Dumler, Attorney named in Mortgage vs. Clarence C. Crandall and M. Jeanette Crandall, his wife in ac.

To Attorney for Fee, viz:		75	00	
To Attorney for Commissions, viz:		377	85	452 85
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		35	00	
Auditor - stating this account and two copies		31	50	76 50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		47	56	
Capital-Gazette Press - order nisi (sale)		15	00	
Capital-Gazette Press - order nisi (acct)		12	00	
The Sun - advertising sale		23	90	
Fidelity & Deposit Co. of Md. - bond premiums		46	00	
Alex Cooper - auctioneer's fee		347	50	
One-half Federal documentary stamps		6	32	
One-half State documentary stamps		12	65	
Antoinette M. Granese - notary fees		1	00	
Isabelle Bowes - notary fee			50	512 43
To Capital Savings & Loan Association, Inc, mortgagee - in full for mortgage claim as follows:				
Amount of mortgage claim filed	6,398	71		
Interest from 7/1/59 to 7/22/59 - 22 days	23	46		6,422 17
To Taylor's Plumbing & Heating Co., Inc. - judgment creditor - this balance on account claim filed	4,190	64		4,190 64
				11,654 59
Balance due on judgment, (#A-894 Law), as shown by Auditor's Account filed in #13,239 Equity	4,182	19		
Interest on principal balance of $8,073.00 from 6/15/59 to 7/22/59 - 37 days	49	78		
	4,231	97		
Cr. Amount allowed above	4,190	64		
Balance due	41	33		

15

with John O. Dumler, Attorney named in Mortgage Cr.

1959							
July	22	Proceeds of Sale		11,500	00		
		Interest on deferred payment of					
		$10,750.00 - 1 month 23 days		94	95	11,594	95
		Refund 1959 State and County taxes					
		($135.82) - 5 months 8 days		59	64	59	64
						11,654	59

ORDER NISI LIBER 121 PAGE 17

John O. Dumler,

Attorney named in Mortgage

VERSUS

Clarence C. Crandall

and

M. Jeanette Crandall, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,289 Equity.

1959 SEP 29 PM 12:29

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 ~~October~~ November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of ~~October~~ 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.

D. Brice Duckett

17

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 18

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,289 Equity

JOHN O. DUMLER, Attorney Named in Mortgage
vs.
CLARENCE C. CRANDALL and M. JEANETTE CRANDALL, 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
O-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,289
Auditor Account

Clarence C. Crandall

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.

FILED

No. M. G. 11661 1959 OCT 29 AM 10:14 By H. Tilghman

18

SARATOGA 7-5671

WILLIAM REISFELD
ALBERT F. REISFELD

REISFELD & REISFELD
ATTORNEYS AT LAW
SUITE 1414 MUNSEY BUILDING
BALTIMORE 2, MD.

LIBER 121 PAGE 19

Sharon Building and Loan Association, Inc. :

:

: In the Circuit Court
vs : Anne Arundel County
:

Ida Cromwell : No. 12,114 Equity

:

Mr. Clerk:

Please enter the above entitled case for the purpose of foreclosure.

William Reisfeld

FILED

1957 MAR 30 AM 9:11

BUILDING ASSOCIATION MORTGAGE—CITY OR COU[illegible]—WITH CLAUSE
LUCAS BROS., INC., # 28R

LIBER 1060 PAGE 504

No. 12,114 Equity

LIBER 121 PAGE 20

This Mortgage, Made this 8th day of September

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

~~Thomas F. Cromwell and~~ Ida Cromwell, widow,

of ~~the~~ Anne Arundel County, in the State of Maryland, Mortgagor, and the

Sharon Building and Loan Association, Inc.

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Sixteen hundred and fifty ($1650.00)

Dollars

on seventeen 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

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

~~xxxxxxxxxxxxxxxxx~~

and described as follows:

Being Lot No. 4 as shown on drawing entitled "Subdivision of Land, Property of Labrot & Co. Inc. dated September 14, 1941 and recorded in Deed JHH 248 folio 179, containing 1.538 acres of land, more or less and being more particularly described in a deed dated September 29, 1941 and recorded in Liber JHH 248 folio 182 from Labrot & Co. Inc. to the within Mortgagors, in fee simple. Thomas F. Cromwell having since departed this life.

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $1.10 $1.10

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 55 CENTS 55

FILED

1957 MAR 30 AM 9:11

Pltffs'. Exhibit No. 1

No 12767 Equity

28-aug. 1958

2

LIBER 121 PAGE 21

LIBER 1060 PAGE 505

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

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

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

LIBER 1060 PAGE 506

AND the said Mortgagors , their heirs. ecutors, 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 forty 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 no cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR swill on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

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

AND the said Mortgagor 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 seventy-five 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

.....(SEAL)

Ida Cromwell

Ida Cromwell .....(SEAL)

.....(SEAL)

LIBER 1060 PAGE 507

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 8th day of September 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 Ida Cromwell, widow, the Mortgagors named in the aforegoing Mortgage, and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared B. M. Hurwitz, president of said body corporate, the mmortgagee, 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.

Hedwig T. Krzewinska

Notary Public

Hedwig T. Krzewinska

Rec'd for record Sept. 11 1956 at 2:22 P.M.

Mailed to Wm. Reisfeld

4

LIBER 121 PAGE 22

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

Case No. 12114 Equity

Filed .....

LIBER 121 PAGE 23

Sharon Building and Loan Association, Inc.

vs.

Ida Cromwell

IN THE

CIRCUIT COURT ~~NO. 2~~

OF ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Sharon Building and Loan Association, Inc.

under the mortgage from Ida Cromwell

to said Sharon Building and Loan Association, Inc.

dated the ..... day of September, 1956, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County, in Liber ..... No. ..... Folio .....

Mortgage Loan	1650.00
Paid on account	28.68
	1621.32
Interest to June 28, 1957	46.72
	1668.04
Credit in exrense account	7.20
	1660.84

William Reisfeld

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th day of June in the year nineteen hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared William Reisfeld Attorney for Sharon Building and Loan Association, Inc.

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

HERBERT EUGENE [illegible] NOTARY PUBLIC BALTIMORE CO.

FILED 1957 JUN 19 AM 9.49

Herbert Eugene [illegible]
Notary Public

6

LIBER 9 PAGE 93

No. 12/14 Equity

LIBER 121 PAGE 24

The Fidelity and Casualty Company of New York

Know All Men by these Presents.

That we, William Reisfeld, Munsey Building, Baltimore 2, Maryland

as principal, and the FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation duly organized under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TwoThousand and no/100---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of June, in the year of our Lord Nineteen Hundred and Fifty-seven

Whereas, the above bounden William Reisfeld

by virtue of the power contained in a mortgage from Ida Cromwell to Sharon Building and Loan Association

bearing date the day of

and recorded among the mortgage records of Anne Arundel County, Maryland

in Liber No. Folio and

William Reisfeld

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

The Condition of the above Obligation is such, that if the above bounden William Reisfeld

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 obigation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden William Reisfeld

has hereto set his hand and seal and the said corporation has caused these presents to be duly signed by its attorney, attested by its , the day and year first herein above written.

Signed, sealed and delivered in the presence of

Albert F. Reisfeld

William Reisfeld (Seal)

William Reisfeld (Seal)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Attest: Mary A. Upman

Mary A. Upman is to surety

By Robert S. Zetzer Attorney

Bond approved this 19th day of June, 1957 George T. Cromwell Clerk

FILED 1957 JUN 19 AM 9:49

Bond 1853, 200 ★ (36067817)

(MORTGAGEE'S OR ATTORNEY'S BOND)

7

STATEMENT OF MORTGA CLAIM

Sharon Building and Loan Association, Inc

vs.

Ida Cromwell

DOCKET ..... FOLIO .....
CASE NO. Equity 12114
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—
Anne Arundel County
~~BALTIMORE CITY~~

LIBER 1121 PAGE 25

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage	$1650.00
Paid on account	54.21
	1595.79
Credit in Expense Account	106.33
	~~1489.46~~
Interest to April 25, 1958	30.58
	1520.04

William Reisfeld

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

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

William Reisfeld

Attorney for

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,

J. Jerry Toula
Notary Public.

FILED
1958 APR 22 AM 9:32 J. JERRY TOULA

8

TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 121 PAGE 26

SHARON BUILDING & LOAN ASSOCIATION

versus

IDA CROMWELL

Equity No. 17114

LIBER 9 PAGE 287

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM REISFELD

1414 MUNSEY BUILDING, BALTIMORE, 2, MARYLAND

as Principal ,

and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND AND 00/100 - Dollars ($ 2,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 18th day of April in the year of our Lord one thousand, nine hundred and fifty-eight.

WHEREAS THE ABOVE BOUNDEN WILLIAM REISFELD

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

SHARON BUILDING & LOAN ASSOCIATION

versus

IDA CROMWELL

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

WILLIAM REISFELD

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.

Albert F. Reisfeld (SEAL)

William Reisfeld (SEAL)

Mildred M. Morrison (SEAL)

Mildred M. Morrison

NATIONAL SURETY CORPORATION

By Estelle M. Fiedler Attorney-in-Fact

Bond Approved this 22nd day of April 1958.

George H. Cromwell Clerk

FILED

1958 APR 22 AM 9:32

ATTORNEY'S SALE

Of Valuable Real Estate
And Improvements

Located just off Route U.S. 50 Revell Highway, on Log Inn Road, Anne Arundel Co., under and by virtue of an order of the Circuit Court of Anne Arundel County, Equity 12114, the undersigned Attorney named in said mortgage will offer for sale at Public Auction on the Premises one

FRIDAY, APRIL 25, 1958
At 11 O'Clock A.M.

All that lot of ground and improvements thereon, in the 3rd Election District, of Anne Arundel County, Maryland, known and designated as lot No. 4 as shown on a drawing, entitled "Sub-division of Land Property of Labrot and Co. Inc." dated September 14, 1941 Recorded in Liber J.H.H. 248 folio 179, containing 1.538 Acres of Land, more or less, and being more particularly described in a deed dated September 29, 1941 and recorded in Liber J.H.H. 248 Folio 182 from Labrot and Co. Inc. to Thomas F. Cromwell and Ida Cromwell his wife; the said Thomas F. Cromwell having since died.

Improvements: This property is improved by a one and one-half story frame dwelling.

Terms of Sale: A deposit of $300.00 will be required of the purchaser at the time of Sale; balance to be paid in cash upon final ratification of sale by Circuit Court of 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 justified to day of sale.

WILLIAM REISFELD
Attorney named in mortgage,
1414 Munsey Building
Baltimore 2, Maryland

ROBERT H. CAMPBELL, Auct.
121 Prince George St.,
Annapolis, Maryland
To April 17

OFFICE OF

THE ANNE ARUNDEL STAR

LIBER 121 PAGE 27

GLEN BURNIE, MD., April 18, 1958

THIS IS TO CERTIFY, that the annexed advertisement of

Attorney's Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 18th day of April 1958, that is to say the same was inserted in the issues of April 3,10,17, 1958

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED By Edith Greenwood
1958 APR 26 AM 10: 03

10

LIBER 121 PAGE 28

REPORT OF SALE

Sharon Building and Loan Association, Inc.

vs.

Ida Cromwell

DOCKET ..... FOLIO .....
CASE NO. Equity No. 12114
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

To The Honorable Judge of the
Circuit Court of ~~Baltimore City~~ Anne Arundel County

The Report of Sale of William Reisfeld, Attorney named in the Mortgage ~~Trustee~~ ~~appointed by the decree~~ in the above entitled cause, to make sale of

fee simple property

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

.....

.....

Anne Arundel County

weekly ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Attorney did pursuant to said notice on the 25th day of April 19 58 at 11 o'clock A.M. attend on the premises and then and there sold property to Dr. Oscar Brilliant at and for the price of $1700.00

William Reisfeld

State of Maryland, City of Baltimore, Set:

I HEREBY CERTIFY, That on this day of April 19 58 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Reisfeld,

Attorney named in the Mortgage ~~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
1958 APR 26 AM 10: 03

As witness my hand and Notarial Seal,

J. Jerry Toula

J. JERRY TOULA *Notary Public.*

ORDER NISI

LIBER 121 PAGE 29

Sharon Building and Loan Association, Inc.

versus

Ida Cromwell

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,114 Equity

Ordered, this 26 day of April, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by William Reisfeld, Attorney named in the Mortgage ~~Trustees~~

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

The report states that the amount of sales ~~was~~ was 1,700.00

FILED 1958 APR 26 AM 10:03

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Sharon Building and Loan Association, Inc.

versus

Ida Cromwell

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Matthew S. Evans
Judge

FILED
1958 Oct. 29

12

Order Nisi—
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,114 Equity
SHARON BUILDING AND LOAN ASSOCIATION, INC.
VERSUS
IDA CROMWELL

Ordered, this 26 day of April, 1958, That the sale of the property in these proceedings mentioned made and reported by William Reisfeld, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 day of June next: Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 2 day of June next.

The report states that the amount of sale wos $1,700.00.

GEORGE T. CROMWELL, Clerk.
True Copy Test
GEORGE T. CROMWELL, Clerk.
William Reisfeld, Atty.
To May 22

OFFICE OF

THE ★ STAR

LIBER 121 PAGE 30

GLEN BURNIE, MD., May 23, 19 58

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 23rd day of May 19 58, that is to say the same was inserted in the issues of May 1,8,15,22, 1958

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED
1958 MAY 23 AM 9:26

By Edith Greenwood

1.3

AMENDED

REPORT OF SALE

Sharon Building and Loan Association, Inc.

vs.

Ida Cromwell

DOCKET ..... FOLIO .....
CASE NO. 12114
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

~~BALTIMORE CITY~~
Anne Arundel County

LIBER 121 PAGE 31

To The Honorable Judge of the
Circuit Court of ~~Baltimore City~~ Anne Arundel County

The Report of Sale of William Reisfeld
Attorney named in Mortgage
~~Trustee appointed~~ by the decree in the above entitled cause, to make sale of

Lot No. 4, Sub-division of Land Property of Labrot & Co.
in the 3rd Election District

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 Star

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Attorney did pursuant to said notice on the 25th day of April 1958 at 11 o'clock A. M. attend on the premises and then and there sold said property unto Oscar Brilliant, the highest bidder, at and for the sum of Seventeen hundred ($1700.00) dollars.

William Reisfeld

FILED
1958 MAY 27 AM 10:12

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 26th day of May 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared

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

As witness my hand and Notarial Seal,

Kathryn M. Healy
Notary Public.

14

SHARON BUILDING AND LOAN ASSOCIATION, INC.	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
IDA CROMWELL	:	EQUITY NO. 12114
	:	

. . . . . .

PETITION TO SUBSTITUTE ATTORNEY
NAMED IN THE MORTGAGE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Sharon Building and Loan Association, Inc., the Complainant in the above entitled case, respectfully represents:

1. That by mortgage dated the eighth day of September, 1956, from IDA CROMWELL to your Petitioner, and recorded among the Land Records of Anne Arundel County in Liber GTC 1060, Folio 504, the late WILLIAM REISFELD was named as attorney in said mortgage.

2. That subsequent thereto, a default in payment having occurred, your Petitioner filed a mortgage foreclosure suit against the property in the Circuit Court for Anne Arundel County, in Equity No. 12114, entitled SHARON BUILDING AND LOAN ASSOCIATION, INC. v. IDA CROMWELL.

3. That after giving bond and complying with all prerequisites of law, the said WILLIAM REISFELD offered said property for sale at public auction on Friday, April 25, 1958, and then and there sold said property to OSCAR BRILLIANT for Seventeen Hundred Dollars ($1,700.00).

4. That a Deed dated July 17, 1958, and duly executed by the attorney in these proceedings, WILLIAM REISFELD, was recorded on August 7, 1958, under the mistaken impression of all parties that said foreclosure sale had been reported and duly ratified.

5. That the actual, final ratification of the said sale by this Honorable Court took place on the 28 day of October, 1958.

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6. That the said WILLIAM REISFELD departed this life on November 5, 1958, before said sale was ratified and before receiving the balance of the purchase money due by the said purchaser.

7. That it is necessary that a new attorney be substituted in the place and stead of the said WILLIAM REISFELD to receive the balance of said purchase money and to execute and deliver to said purchaser a Deed for the property as aforesaid, and to fulfill such other and further Orders as this Honorable Court may prescribe, and your Petitioner respectfully suggests the appointment of R. LEWIS BAINDER as substituted attorney upon the filing of the necessary Bond for the faithful performance of said duties.

WHEREFORE, your Petitioner prays:

A. That a substituted attorney may be appointed in the place and stead of WILLIAM REISFELD, deceased, upon such terms as your Honorable Court may prescribe.

SHARON BUILDING AND LOAN ASSOCIATION, INC.

BY: B M Hurwitz Sec., President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 1 day of September, 1959, before me, a Notary Public in and for the City and State aforesaid, personally appeared B M Hurwitz, President of the Sharon Building and Loan Association, Inc., and made oath in due form of law that the matters and facts in the aforegoing Petition are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

R Lewis Bainder

Notary Public

R. LEWIS BAINDER NOTARY PUBLIC BALTIMORE, MD.

SHARON BUILDING AND LOAN ASSOCIATION, INC.	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
IDA CROMWELL	:	EQUITY NO. 12114
	:	

. . . . . .

ORDER OF COURT

Upon the aforegoing Petition and Affidavit it is this 18th day of September, 1959,

ORDERED and DECREED that R. LEWIS BAINDER be, and he is hereby, appointed substituted attorney in the place and stead of WILLIAM REISFELD to fulfill each and every the terms and requisites of the Trust heretofore reposed in him by Decree of this Court and with the power and authority to carry out all powers heretofore granted the original attorney, and it is

FURTHER ORDERED that R. LEWIS BAINDER shall file with the Clerk of this Court a Bond to the State of Maryland executed by himself and a corporate security or securities to be approved by this Court in the penalty of Two Thousand Dollars ($2,000.00), conditioned upon the faithful performance of the trust reposed in him by this Decree.

Benjamin Michaelson
Judge

FILED
1959 SEP 18 PM 3:16

17

Substituted
Mortgagee and Attorney's Bond.

US 1-369

LIBER 121 PAGE 35

UNITED STATES CASUALTY COMPANY

LIBER 10 PAGE 86

60 JOHN STREET, NEW YORK

No. 12,114 Equity

Know All Men by These Presents:

That we R. Lewis Bainder

Tower Building - 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 Two Thousand and no/100---------- ($2000.) 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.

Substituted

Sealed with our seals, and dated this 15th day of September in the year nineteen hundred and fifty-nine

Whereas, the above bounden R. Lewis Bainder

by virtue of the power contained in a Mortgage from Ida Cromwell to Sharon Building & Loan

bearing date the 8th day of September nineteen hundred and fifty-six and recorded among the land Records of Anne Arundel County, in Liber GTC No. 1060, Folio 504, and

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

Now the Conditions of this Obligation are Such, That if the above bounden R. Lewis Bainder

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

Marie J. Funkel
Attest:

Anne Lathroum
Anne Lathroum, as to surety

R. Lewis Bainder (Seal)

R. Lewis Bainder (Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By Samuel R. Zetzer, Attorney-In-Fact

1959 SEP 18 PM 3:20

Bond Approved this 18th day of September 1959.
George T. Cromwell, Clerk

18

LIBER 121 PAGE 36

In the Case of

Sharon Building and Loan Association, Inc.

vs.

Ida Cromwell

In the

Circuit Court

For

Anne Arundel County

No. 12,114 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. Jackling
Auditor

September 21, 1959

FILED

1959 SEP 23 PM 1:12

5

:yl

LIBER 121 PAGE 37

Dr. Sharon Building and Loan Association, Inc. vs. Ida Cromwell in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	85	12	160	12
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	59	75		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Jos. C. Deegan - Sheriff's costs	1	00		
Shirley Miller - Stenographer's fee	5	00		
Auditor - stating this account	13	50		
			100	70
To Attorney for Expenses, viz:				
The Star - advertising sale	24	00		
The Star - order nisi (sale)	8	00		
The Star - order nisi (acct)	8	00		
Speer Publications, Inc. - handbills	14	38		
Fidelity & Casualty Co. - 1958 and 1959 bond premiums (Reisfeld)	20	00		
U. S. Casualty Co. - premium on bond of R. Lewis Bainder, substituted attorney	10	00		
Robert H. Campbell - auctioneer's fee	85	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
			171	58
To Attorney for Taxes, viz:				
1958 State and County taxes - adjusted to 4/25/58	10	93	10	93
To Sharon Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	1,302	97	1,302	97
			1,746	30
Amount of mortgage claim filed	1,520	04		
Cr. Amount allowed above	1,302	97		
Balance subject to decree in personam	217	07		

30

with R. Lewis Bainder, Substituted Attorney Cr.

1958				
Apr.	25	Proceeds of Sale	1,700 00	
		Interest on deferred payment of $1,400.00 to 11/28/58	46 30	1,746 30
				1,746 30

ORDER NISI LIBER 121 PAGE 39

Sharon Building and Loan Association, Inc.

VERSUS

Ida Cromwell

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,114 Equity.

1959 SEP 23 PM 1:

ORDERED, This 23rd 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 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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of November, 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

1959 NOV -4 PM 3:20

Matthew S. Evans

JUDGE

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 40

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,114 Equity
SHARON BUILDING & LOAN ASSOCIATION, INC.
vs.
IDA CROMWELL

Ordered, this 23rd 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
O-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed

Order Nisi Eq 12,114

Auditor Account

Ida Cromwell

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.

1959 OCT 29

By H. Tilghman

No. M. G. 11446

23

LIBER 121 PAGE 41

In the matter of the mortgaged : No. 13,318 Equity
real estate of John L. Sullivan : In the Circuit Court for
and Katie Sullivan, his mother : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original mortgage herewith.

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

FILED
1959 JUL 13 PM 2:23

L307.4

LIBER 1035 PAGE 264

Equity No. 13,318

LIBER 121 PAGE 42

FIRST PURCHASE MONEY

This Mortgage,

made this 8TH day of June in the year one thousand nine hundred and fifty-six, between JOHN L. SULLIVAN, single and KATIE SULLIVAN, his mother/ joint tenants of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

SEVEN THOUSAND DOLLARS - ($7,000.00)

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

By the payment of 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 8th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3 and part of 4, Block 63, as shown on a plat, Section D, of Avalon Shores, recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 48, as more particularly described by metes and bounds in a deed of even date herewith to the within-named Mortgagors by Randall M. Ravenscroft and Flora S. Ravenscroft, his wife, said deed intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1959 JUL 13 PM 2:23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke
NORWOOD A. WIENEKE

John L. Sullivan (SEAL)
John L. Sullivan

Katie Sullivan (SEAL)
Katie Sullivan

(SEAL)

4

5

LIBER 121 PAGE 45

LIBER 1035 PAGE 267

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 8TH day of June, in the year one thousand, nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John L. Sullivan and Katie Sullivan, his mother, joint tenants, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke

NOTARY PUBLIC

NORWOOD A. WIENEKE

My Commission expires 5/6/57

Rec'd for record June 11, 1956, at 1:29 P.M.

Mailed to Wm. W. Townshend, Jr.

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

FIRST PURCHASE MONEY

MORTGAGE

FROM

JOHN L. SULLIVAN AND
KATIE SULLIVAN, HIS MOTHER
JOINT TENANTS

TO

UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

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

Same day recorded in Liber ..... folio ..... of the Land Records of Anne Arundel County and examined per

..... Clerk.

Cost of Record $ .....

RECORDED IN LIBER GTC
NO. 1035 FOLIO 267
GEO. T. CROMWELL, CLERK

ANNE ARUNDEL COUNTY
FILED
1956 JUNE 11 PM 1:29
RECD FOR RECORD

William W. Townshend, Jr., Attorney
Towns-Worth Bldg., So th St.
Annapolis, Maryla..

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

Equity No 13,318

O F

VALUABLE IMPROVED REAL ESTATE
at Avalon Shores, Seventh District
of Anne Arundel County, Maryland

LIBER 121 PAGE 46

Under and by virtue of a power of sale contained in a mortgage from John L. Sullivan, single, and Katie Sullivan, his mother, dated June 8, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1035, Folio 264, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, AUGUST 11, 1959

at 11 o'clock A.M.

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

Known and designated as Lots Nos. 1, 2, 3 and part of 4, Block 63, as shown on a plat of Section D of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 48.

Being the same property conveyed unto John L. Sullivan and Katie Sullivan, his mother, by Randall M. Ravenscroft and Flora S. Ravenscroft, his wife, by deed dated June 8, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1035, Folio 262.

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:

William W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette

July 16, 23, 30
August 6

FILED

1959 JUL 13 PM 2:23

6

LIBER 121 PAGE 47

In the matter of the mortgaged real estate of John L. Sullivan and Katie Sullivan, his mother : No. 12,318 : Equity : In the Circuit Court for : Anne Arundel County

---

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage of John L. Sullivan and Katie Sullivan, his mother, dated June 8, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1035, Folio 264 ------		$7,000.00
Total amount paid on principal	$ 477.98	
Credit Expense Account	2.38	480.36
		$6,519.64
Debit insurance premium		25.57
		$6,545.21
Interest to 7/30/59	$ 103.05	
Interest 8/1/59 to 8/11/59	10.87	113.92
Total amount of indebtedness due ----------		$6,659.13

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of July, 1959, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and 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 COUNTY

FILED
1959 JUL 13 PM 2:23

7

LIBER 121 PAGE 48

New Amsterdam Casualty Company

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

LIBER 10 PAGE 64

60 JOHN STREET
NEW YORK

No. 13,318 Equity

BOND NO. 298704

KNOW ALL MEN BY THESE PRESENTS: that we, William W. Townshend Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND AND 00/100 ($8,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of August, 1959.

WHEREAS, by virtue of a power of sale contained in a Mortgage from John L. Sullivan, single and Katie Sullivan, his mother to United Federal Savings & Loan Association, bearing date on or about the 8th day of June, 1956, the said William W. Townshend Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said mortgage, or of the interest thereon in whole or in part, and

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

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

Witness as to Principal:
Sara D Sheckells

William W. Townshend Jr. (SEAL)

Witness as to Surety:
M. S. Kraus
M. S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 4th day of August 1959.
George T. Cromwell, Clerk

FILED
1959 AUG -4 PM 2:00

8

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 121 PAGE 49

ANNE ARUNDEL COUNTY, }
STATE OF MARYLAND, } ss:

I hereby certify that, on this 6th day of August ,
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.)
John L. Sullivan and Katie Sullivan, his mother,

~~and~~x 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 6th day of August , 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

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

Filed,

FILED
1959 AUG -7 AM 10:17

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Bldg., South St.
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 sale contained in a mortgage from John L. Sullivan, single, and Katie Sullivan, his mother, dated June 8, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1035, Folio 264, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., Aug., 11,1959
at 11 o'clock A. M.

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

Known and designated as Lots Nos. 1, 2, 3 and part of 4, Block 63, as shown on a plat of Section D of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 48.

Being the same property conveyed unto John L. Sullivan and Katie Sullivan, his mother, by Randall M. Ravenscroft and Flora S. Ravenscroft, his wife, by deed dated June 8, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1035, Folio 262.

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:
WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.
ROBERT H. CAMPBELL,
Auctioneer

10 A-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 50

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 12, 1959

We hereby certify, that the annexed

Attorney's Sale

John L. Sullivan

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of August, 1959. The first insertion being made the 16th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 AUG 12 PM 2:01

By H. Tilghman

LIBER 121 PAGE 51 No. 15,318 Equity

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

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

AT AVALON SHORES, SEVENTH DISTRICT
OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from John L. Sullivan, single, and Katie Sullivan, his mother, dated June 8, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1035, Folio 264, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, August 11, 1959

AT 11 O'CLOCK A.M.

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

Known and designated as Lots Nos. 1, 2, 3 and part of 4, Block 63, as shown on a plat of Section D of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 48.

Being the same property conveyed unto John L. Sullivan and Katie Sullivan, his mother, by Randall M. Ravenscroft and Flora S. Ravenscroft, his wife, by deed dated June 8, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1035, Folio 262.

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:

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

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

1959 AUG 14 PM 12:32

LIBER 121 PAGE 52

No. 15,318 Equity

Tuesday, August 11, 1959
Annapolis, Md.

I hereby certify that I have this 11th day of August, 1959, sold the property of William W. Townshend, Jr., Attorney, known as Lots Nos. 1, 2, 3 and part of 4, Block 63, Section D of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland, unto United Federal Savings and Loan Association of Glen Burnie,

at and for the sum of Seventy-two Hundred Dollars ($7200.00)

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

Robert H. Campbell, Auctioneer

Tuesday, August 11, 1959
Annapolis, Md.

I/We hereby certify that I/we have this 11th day of August, 1959, purchased from William W. Townshend, Jr., Attorney, the property known as Lots Nos. 1, 2, 3 and part of 4, Block 63, Section D of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland, at and for the sum of Seventy-two Hundred Dollars ($7200.00)

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, President Purchaser

FILED

1959 AUG 14 PM 12:32

12

In the matter of the mortgaged real : No. 13,318 Equity
estate of John L. Sullivan and : In the Circuit Court for
Katie Sullivan, his mother : 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 John L. Sullivan, single, and Katie Sullivan, his mother, dated June 8, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1035, Folio 264, 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, August 11, 1959, at 11 o'clock a.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 Seven Thousand Two Hundred Dollars - - - - - - - - - - - - - - - -($7,200.00) being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 1, 2, 3 and part of 4, Block 63, as shown on a plat of Section D of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 48.

FILED

1959 AUG 14 PM 12:32

13

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 11th day of August, 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 CO., MD.

ORDER NISI

LIBER 121 PAGE 55

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

VERSUS

JOHN L. SULLIVAN and KATIE SULLIVAN, his mother

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,318 Equity

Ordered, this 14th day of August, 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 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.

The report states that the amount of sale was $7,200.00

FILED 1959 AUG 14 PM 12:32

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

VERSUS

JOHN L. SULLIVAN and KATIE SULLIVAN, his mother

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d 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 22 PM 3:45

15

OFFI OF

LIBER 121 PAGE 56

Maryland Gazette

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. 13,318 Eqity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN L. SULLIVAN and KATHIE SULLIVAN, his mother

Ordered, this 14th day of August, 19559, That the sale of the Property in these proceedings mentioned, made and reported by William Townshend, Jr., Attorney named in Mortgtge BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $7,200.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,318.

John L. Sullivan et.

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 September, 1959. The first insertion being made the 30th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1959 SEP 16 AM 10:50 By H. Tilghman

16

LIBER 121 PAGE 57

In the Case of

In the Matter of the Mortgaged
Real Estate
of ~~xxx~~
John L. Sullivan
and
Katie Sullivan, his mother

In the

Circuit Court

For

Anne Arundel County

No. 13,318 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.

October 2, 1959

FILED
1959 OCT -5 AM 10:22

Dr. In the Matter of the Mortgaged Real Estate of John L. Sullivan and Katie Sullivan, his Mother in ac.

To Attorney for Commissions, viz:	246	00		
To Attorney for Fee, viz:	100	00	346	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	56	00		
Capital-Gazette Press - order nisi (sale	15	00		
Capital-Gazette Press - order nisi (acct	12	00		
Speer Publications, Inc. - handbills	12	40		
New Amsterdam Casualty Co. -bond premium	32	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	8	25		
Alice Gary - notary fees	1	50	186	28
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	6,658	50	6,658	50
			7,242	28
Amount of mortgage claim filed	6,659	13		
Cr. Amount allowed above	6,658	50		
Balance subject to decree in personam		63		

18

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

1959				
Aug.	11	Proceeds of Sale	7,200 00	7,200 00
		Refund 1959 State and County taxes ($108.88) - 4 months 20 days	42 28	42 28
				7,242 28

ORDER NISI LIBER 121 PAGE 60

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ John L. Sullivan and Katie Sullivan, his Mother

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 13,318 Equity.

ORDERED, This 5th day of October, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

FILED
1959 OCT -5 AM 10:22

George F. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th 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 10 AM 11:24

O. Bowie Duckett

20

LIBER 121 PAGE 61

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,318

Auditor Account

John L. Sullivan 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 7th day of November, 1959. The first insertion being made the 8th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 11-6-23 1959 OCT 29

21

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,318 Equity

In the Matter of the Mortgaged Real Estate of

JOHN L. SULLIVAN and
KATIE SULLIVAN, his mother

Ordered, this 5th day of October, 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 9th 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 9th day of November next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

O-22

LIBER 121 PAGE 62

GEORGE C. BAST, JR.,
ASSIGNEE OF MORTGAGE.

vs.

JOSEPH THOMAS GETZ AND

DORIS M. GETZ, HIS WIFE.

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY.

IN EQUITY

No. 13,155 Equity

Mr. Clerk:

Please docket the above entitled case and file the attached Mortgage as "Petitioner's Exhibit No. 1".

George C. Bast, Jr.,
Assignee of Mortgage.

FILED

1959 APR -4 AM 11:23

LIBER 121 PAGE 63

LIBER 1161 PAGE 523 No. 13,155-Equity

This Mortgage, Made this 25th day of OCTOBER, in the year one thousand, nine hundred and FIFTY-SEVEN, between - - - - - - - - - - - - - - - - - -

JOSEPH THOMAS GETZ AND DORIS M. GEITZ, HIS WIFE- - - - - - - - - - - - - - - - -

of ANNE ARUNDEL COUNTY, in the State of Maryland, Mortgagors, and the BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, has received therefrom an advance of EIGHTY-THREE HUNDRED ($8300.00)- - - - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of Fifty-nine dollars and forty-seven cents ($59.47) - - - - - - - - - on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of this mortgage.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all THOSE lots of ground situate and lying in ANNE ARUNDEL COUNTY in said State, and described as follows:

KNOWN AND DESIGNATED AS ALL OF LOT NOS. 166, 167 AND 168, AS SHOWN ON THE PLAT OF FERNDALE FARMS, SECTION C WHICH PLAT IS RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 15 FOLIO 21.

THE IMPROVEMENTS THEREON BEING KNOWN AS 204 FERNDALE AVENUE.

SUBJECT TO RESTRICTIONS IN LIBER F.S.R. 75 FOLIO 128.

BEING THE SAME LOTS OF GROUND WHICH BY DEED OF ASSIGNMENT OF EVEN DATE HEREWITH AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WERE GRANTED AND CONVEYED BY CUSIMANO CONSTRUCTION CORPORATION UNTO THE WITHIN NAMED MORTGAGORS.

"PETITIONER'S EXHIBIT NO.1"

FILED

1959 APR -4 AM 11:30

This mortgage shall also secure future advances to be made at the Mortgagee's option, as provided and in pursuance of Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 and any supplement, amendments, or re-enactments thereto.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come, and unexpired therein, with the benefits of renewal forever, subject to the payment of the annual rent of $72.00 payable in equal installments half yearly on the 5th day of JAN. and JULY in each and every year.

It is a special covenant of this mortgage, that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for insurance, and taxes and assessments next due (as estimated by the Mortgagee).

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

And the said Mortgagor , for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; and in the event of any loss the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagor of said insurance money for the reconstruction of the improvements on the Mortgaged

property; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Also it is further covenanted that the Mortgagee shall have a lien on the Mortgaged premises for life insurance premiums advanced when the insurance upon death is to be applied to the Mortgage debt, and which expenses and premiums, the Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum together with accrued interest shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured together with accrued interest shall become due and demandable after default in the payment of any monthly installment, as herein provided, or after default in the performance of any of the aforegoing covenants or conditions; however, the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; (8) that should twenty per cent or more of the original loan be paid at one time before maturity, Mortgagor agrees to pay to the said Mortgagee ninety days interest at six (6%) per cent beyond that date of payment on the amount so prepaid. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Bradford Federal Savings and Loan Association.

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

And the said mortgagor consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, enacted by the 1950 Session of the General Assembly of Maryland, or any supplement thereto, or under any other General or Local Laws of the State of Maryland relating to mortgages, or it shall be lawful for the said Mortgagee, its successors or assigns or for William I. Norris, Jr., its Attorney or Agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: Upon giving twenty (20) days notice of the time, place, manner and terms of sale, in some newspaper published in the City or County wherein the said mortgaged property is situated and such other notice as by said Mortgagee may be deemed expedient.

AND in the event of any sale under the powers hereby granted, the proceeds thereof shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of similar property by virtue of a decree of a Court of Equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be), to the said Mortgagor , his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all Court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to Trustees making sale under decrees of a Court of Equity jurisdiction in the State of Maryland, and an Attorney's fee of fifty ($50.00) dollars, which said expenses, costs, commissions and Attorney's fee the said Mortgagor for himself, his heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns or its Attorneys or Agents, shall not be required, to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, commissions and Attorney's fee, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, including corporate entities.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Ann K. Rahll

Joseph Thomas Getz (SEAL)
JOSEPH THOMAS GETZ

Doris M. Getz (SEAL)
DORIS M. GETZ

(SEAL)

(SEAL)

5

LIBER 121 PAGE 66

LIBER 1161 PAGE 526

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 25th day of OCTOBER, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared JOSEPH THOMAS GETZ AND DORIS M. GETZ, HIS WIFE- - - - - - - - - - - -

and THEY acknowledged the aforegoing mortgage to be THEIR act. At the same time also appeared Charles H. Schultz, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ann K. Rahll
Ann K. Rahll Notary Public.

ANN K. RAHLL BALTIMORE, MD.

Rec'd for record Oct 26, 1957 at 9.52 AM.
Mailed to Bradford Federal Savings & Loan Asso.

Filed in Equity

SHORT ASSIGNMENT
OF MORTGAGE No 13155

FROM

Bradford Federal Savings and Loan Association

TO

George C. Bast, Jr.

Received for Record at ... o'clock ... M. Same day recorded in Liber ... Folio ... etc., one of the Records of Baltimore County, and examined.

Per ... Clerk.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 APR -4 AM 10:42
& RECORDED IN LIBER G.C.
NO 1161 FOLIO 526
GEO. T. CROMWELL, CLERK

Pradford Federal Savings and Loan Association, a body corporate, hereby assigns the within Mortgage unto George C. Bast, Jr., for the purpose of foreclosure, this 31st, day of March, 1959.

WITNESS the Corporate seal of said body corporate and the signature of Herbert F. Norris its Executive Vice-President.

WITNESS:
Ann K. Rahll
Ann K. Rahll

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION.
By: Herbert F. Norris, Executive Vice-President

LIBER 121 PAGE 67

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

JOSEPH THOMAS GETZ AND DORIS M. GETZ, HIS WIFE

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 13155 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

under the mortgage from JOSEPH THOMAS GETZ AND DORIS M. GETZ, HIS WIFE

to BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

dated the 25th day of OCTOBER, 19 57, and recorded among the Land Records of Baltimore County in Liber G.T.C. No. 1161 Folio 523

AMOUNT OF MORTGAGE LOAN	-	$8300.00
EXPENSES PAID, TAXES, GROUND RENT, INSURANCE	-	356.51
INTEREST TO 4/30/59	-	743.93
		~~$9400.44~~ $9400.44
LESS TOTAL AMOUNT PAID BY BORROWERS-		1137.91
AMOUNT OF MORTGAGE CLAIM		~~$8262.53~~ $8262.53

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Herbert F. Norris

HERBERT F. NORRIS-EXECUTIVE VICE-PRESIDENT

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION 9603

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 31st day of March in the year nineteen hundred and FIFTY-NINE, before me, the subscriber A NOTARY PUBLIC of the State of Maryland, in and for said County of Baltimore, personally appeared HERBERT F. NORRIS, EXECUTIVE VICE-PRESIDENT OF BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

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

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll

ANN K. RAHLL NOTARY PUBLIC

FILED

1959 APR -4 AM 11:23

6

LIBER 121 PAGE 68

GEORGE C. BAST, JR., ASSIGNEE : IN THE

OF MORTGAGE : CIRCUIT COURT FOR

Plaintiff

ANNE ARUNDEL

VS : ~~BALTIMORE~~ COUNTY

JOSEPH THOMAS GETZ AND : Docket No. ____, Folio _____

DORIS M. GETZ, HIS WIFE : Case No. 18,155 Equity

Defendant

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~ CITY, To Wit:

I HEREBY CERTIFY, that on this 31st day of March 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City), personally appeared HERBERT F. NORRIS, EXECUTIVE VICE-PRESIDENT OF BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION and made oath in due form of law that HE knows the Defendants herein and that to the best of HIS information, knowledge and belief:

(1) Said Defendants ~~is~~/ARE not in the Military Service of the United States of America;

(2) Said Defendants ~~is~~/ARE not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendants ~~has~~/HAVE not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendants ~~is~~/ARE not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service:

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll
ANN K. RAHLL Notary Public

Herbert F. Norris
HERBERT F. NORRIS Affiant

FILED

1959 APR -4 AM 11:23

7

Trustee's Bond

LIBER 9 PAGE 584

Equity No. 13,155

KNOW ALL MEN BY THESE PRESENTS:

LIBER 121 PAGE 69

THAT WE GEORGE C. BAST, JR.

2810 Pulaski Highway, Baltimore, Maryland as principal,

and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND FIVE HUNDRED AND 00/100--($8,500.00)--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, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 21st day of April in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the above bounden GEORGE C. BAST, JR. Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ has been appointed trustee in Foreclosure to sell Property situate at 204 Ferndale Avenue, Anne Arundel County, Maryland mentioned in the proceedings in the case of GEORGE C. BAST, JR., Assignee of Mortgage

vs.

Joseph Thomas Getz and Doris M. Getz, His wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN GEORGE C. BAST, JR.

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

Helen Martin

Signed, sealed and delivered in the presence of

William A. Mills

Geo. C. Bast (SEAL)
GEORGE C. BAST, JR.

(SEAL)
INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

(SEAL)
BY: D. Van Norman, Jr. (SEAL)
D. Van Norman, Jr.
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel County, sct:

KNOW ALL MEN BY THESE PRESENTS: That the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr.

its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1959.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: James Crawford
Vice President

ATTEST: E. D. Ellithorp
Assistant Secretary

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

April 21st, 1959

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

E. D. Ellithorp
Assistant Secretary

Bond filed and approved this 23rd day of April 1959

1959 APR 23 PM 3:17

George T. Cromwell, Clerk.

8

1M—12-58

Equity No. 13,155

REPORT OF SALE

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

JOSEPH THOMAS GETZ and DORIS M. GETZ, his wife

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

LIBER 121 PAGE 70

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR Anne Arundel ~~BALTIMORE~~ COUNTY:

The Report of Sale of George C. Bast, Jr., Assignee of Mortgage ~~Trustee appointed by the Court~~ in the above entitled cause to make sale of the leasehold property

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

a newspaper, published in Anne Arundel ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee of Mortgage did pursuant to said notice on Monday the 4th day of May, 1959, at 2:30 o'clock, P. M., attend on the premises and then and there sold all that leasehold lots of ground together with the improvements thereon known and designated as Lots Numbered 166, 167 and 168, as shown on the Plat of Ferndale Farms, Section C, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, Folio 21. The improvements thereon being known as 204 Ferndale Avenue; subject to an annual ground rent of $72.00 and subject to the agreements, restrictions, terms and conditions set forth in the advertisement of sale unto Cusimano Construction Corp., a body corporate, at and for the sum of $9,300.00, said purchaser being then and there the highest bidder.

George C. Bast, Jr., Assignee of Mortgage ~~Trustee~~

FILED 1959 MAY -7 PM 3:55

State of Maryland, ~~County~~ City of Baltimore, Sct.

I Hereby Certify, that on this 6th day of May, 19 59 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared George C. Bast, Jr. Assignee of Mortgage ~~Trustee~~ and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale therein by reported was fairly made.

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll - Notary Public

9

Norris, Bast and Rose, Solicitors
2810 Pulaski Highway,
Baltimore 24, Md.

Assignee's Sale

DESIRABLE LEASEHOLD DWELLING PROPERTY 204 FERNDALE AVE., FERNDALE FARMS, 5th ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a mortgage from Joseph Thomas Getz and Doris M. Getz, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 25th day of October, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1161, Folio 523, etc., (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction, on the premises, on

Monday, May 4, 1959
At 2:30 O'Clock P. M.

(Eastern Daylight Saving Time).

All that piece or parcel of ground situate and lying in Anne Arundel County and being known and designated as all of Lot Nos. 166, 167 and 168, as shown on The Plat of Ferndale Farms, Section C., which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, Folio 21. The improvements thereon being known as 204 Ferndale Avenue. Subject to an annual ground rent of $72.00.

The improvements consist of a 1½-STORY FRAME DWELLING.

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

TERMS OF SALE: A cash deposit of $750 will be required of the purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

A-30

ORDER NISI

LIBER 121 PAGE 72

George C. Bast, Jr. Assignee of Mortgage

versus

Joseph Thomas Getz and Doris M. Getz, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,155 Equity

Ordered, this 7th day of May, 1959, That the sale of the Property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage

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

The report states that the amount of sale was $9,300.00

George T. Cromwell Clerk.

True Copy,

FILED

1959 MAY 7 PM 3:55

TEST: _____ Clerk.

(Final Order)

George C. Bast, Jr. Assignee of Mortgage

versus

Joseph Thomas Getz and Doris M. Getz, 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 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 16 PM 3:20

10

Norris, Bast and Rose, Solicitors
2810 Pulaski Highway,
Baltimore 24, Md.

Assignee's Sale

DESIRABLE LEASEHOLD DWELLING PROPERTY 204 FERNDALE AVE., FERNDALE FARMS, 5th ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a mortgage from Joseph Thomas Getz and Doris M. Getz, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 25th day of October, 1957, and recorded amoog the Land Records of Anne Arundel County in Liber G.T.C. 1161, Follo 523, etc., (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auctioo, on the premises, on

Monday, May 4, 1959
At 2:30 O'Clock P. M.
(Eastern Daylight Savlog Time)

All that piece or parcel of ground situate and lying in Anne Aruodel Couoty and being known and designated as all of Lot Nos. 166, 167 and 168, as shown on The Plat of Ferndale Farms, Section C., which Plat is recorded among the Laod Records of Anne Arundel County in Plat Book 15, Follo 21. The improvemeots thereoo being known as 204 Ferndale Aveoue. Subject to an anoual ground reot of $72.00.

The improvements consist of a 1½-STORY FRAME DWELLING.

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

TERMS OF SALE: A cash deposit of $750 will be required of the purchaser at time and place of salc: balance of purchase money in cash upon final ratificatioo of sale by the Circuit Court for Anne Arundel County and to bear ioterest from day of sale to day of settlement. Taxes, ground rent and all other expeoses, includiog Sanitary District charges, if any, and all other assessmeots and public charges to be adjusted to date of salc.

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

A-30

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 73

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 6, 1959

We hereby certify, that the annexed

Assignee's Sale

Joseph Thomas Getz

Equity No 13,157

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

1959 MAY -8 FILED

By: H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 74

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,155

Joseph Thomas Getz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of June, 1959. The first insertion being made the 14th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,155 Equity
GEORGE C. BAST, JR.
Assignee of Mortgage
versus
JOSEPH THOMAS GETZ and DORIS M. GETZ, his wife

Ordered, this 7th day of May, 1959, That the sale of the Property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of June next.

The report states that the amount of sale was $9,300.00.

GEORGE T. CROMWELL, Clerk

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

FILED

No. M. 8279 1959 JUN 11 AM 9:55

12

GEORGE C. BAST, JR.,	:	IN THE CIRCUIT COURT
ASSIGNEE OF MORTGAGE	:	FOR ANNE ARUNDEL COUNTY
VS.	:	
JOSEPH THOMAS GETZ AND	:	EQUITY NUMBER 13,155
DORIS M. GETZ, HIS WIFE	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION OF GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE, IN THE ABOVE ENTITLED CAUSE, RESPECTFULLY REPRESENTS:

1. THAT THE PETITIONER, IN PURSUANCE OF THE POWERS VESTED IN HIM UNDER THE TERMS OF THE MORTGAGE, FILED IN THESE PROCEEDINGS, AFTER FILING HIS DULY APPROVED BOND, SOLD THE MORTGAGED PROPERTY ON MAY 4, 1959, UNTO CUSIMANO CONSTRUCTION CORP.

2. THAT YOUR PETITIONER, REPEATEDLY, SINCE THE DAY OF FINAL RATIFICATION OF SAID SALE, MADE DEMAND UPON THE SAID PURCHASER TO MAKE SETTLEMENT AND SAID PURCHASER DID NOT REFUSE TO MAKE SETTLEMENT, BUT WAS DILATORY IN MAKING ARRANGEMENTS TO SET THE MATTER FOR SETTLEMENT.

3. THAT THE SETTLEMENT FINALLY WAS MADE ON SEPTEMBER 21, 1959.

4. THAT THE DELAY IN SETTLEMENT WAS THROUGH NO FAULT NOR CAUSE OF THE MORTGAGEE OR YOUR PETITIONER.

5. THAT YOUR PETITIONER UNDERSTANDS THAT IT IS A GENERAL RULE IN THIS HONORABLE COURT TO PERMIT THE AUDITOR IN STATING THE ACCOUNT TO ALLOW INTEREST ON THE MORTGAGE CLAIM TO THE DATE OF SALE ONLY.

6. THAT YOU PETITIONER FEELS THAT AN UNDUE LOSS WILL BE SUSTAINED BY THE MORTGAGEE IN THIS CASE CAUSED BY THE DELAY OF THE PURCHASER TO MAKE SETTLEMENT UNLESS THE AUDITOR IS AUTHORIZED TO ALLOW INTEREST ON THE MORTGAGE CLAIM TO THE DATE OF SETTLEMENT.

FILED
1959 SEP 30 PM 12:23

13

WHEREFORE, YOUR PETITIONER PRAYS THIS HONORABLE COURT TO PASS AN ORDER AUTHORIZING THE AUDITOR TO ALLOW INTEREST ON THE MORTGAGE CLAIM TO THE DATE OF SETTLEMENT.

AND AS IN DUTY BOUND

George C. Bast

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE
PETITIONER

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY THAT ON THIS 29TH DAY OF SEPTEMBER 1959, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC, OF THE STATE OF MARYLAND IN AND FOR THE CITY AFORESAID, PERSONALLY APPEARED GEORGE C. BAST, JR., PETITIONER, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS SET FORTH IN THE AFOREGOING PETITION ARE TRUE TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Ann K. Rahll

NOTARY PUBLIC

14

LIBER 121 PAGE 77

ORDER

UPON THE FOREGDING PETITIDN AND AFFIDAVIT OF GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE IT IS BY THE CIRCUIT CDURT DF ANNE ARUNDEL COUNTY THIS 30th DAY OF September, 1959, ORDERED THAT THE AUDITDR IN STATING HER ACCOUNT IN THESE PROCEEDINGS BE AND SHE IS HEREBY AUTHDRIZED TD ALLDW INTEREST DN THE MDRTGAGE CLAIM TO SEPTEMBER 21, 1959, THE DATE DF SETTLEMENT.

Benjamin Michaelson
Judge.

FILED
1959 OCT -1 AM 11:34

15

In the Case of

George C. Bast, Jr.,
Assignee
vs.
Joseph Thomas Getz
and
Doris M. Getz, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,155 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. Jackson
Auditor.

October 2, 1959

Dr. George C. Bast, Jr., Assignee vs. Joseph Thomas Getz and Doris M. Getz, his wife in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	314	86	414	86
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Clerk of Court - additional costs	2	50		
Auditor - stating this account	22	50	63	00
To Assignee 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		
The Sun - advertising sale	11	45		
Indemnity Ins. Co. of North America - bond premium	34	00		
E.T. Newell & Co., Inc. -auctioneer's fee	245	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	10	45		
Ann K. Rahl - notary fees	1	50	377	63
To Assignee for Taxes, viz:				
1959 State and County taxes - adjusted to 5/4/59	50	72	50	72
To Assignee for Benefit Charges, viz:				
1959 water and sewer benefit charges - adjusted to 5/4/59	7	56	7	56
To Assignee for Ground Rent, viz:				
semi-annual ground rent of $36.00 due 7/5/59 - adjusted to 5/4/59	23	80	23	80
To Bradford Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim:				
Amount of mortgage claim filed	8,262	53		
Interest from 4/30/59 to 9/21/59 - 4 months 21 days (Order 9/30/59)	188	66	8,451	19
To The Commerce Investment Co., judgment creditor - this balance on account claim in #7987C - Docket C. J. 12 (Order 10/1/59)	157	82	157	82
			9,546	58
Principal of Judgment Claim	202	62		
Interest from 7/29/58 to 5/4/59	11	14		
Court costs	13	10		
Attorney's fee	30	39		
Total	257	25		
Cr. Amount allowed above	157	82		
Balance due	99	43		

17

with George C. Bast, Jr., Assignee

			Dr.		Cr.	
1959						
May	4	Proceeds of Sale	9,300	00		
		Interest on deferred payment of $8,550.00 to 9/21/59	195	22	9,495	22
		Refund fire insurance premium	51	36	51	36
					9,546	58

LIBER 121 PAGE 81

ORDER NISI

George C. Bast, Jr.,

Assignee

VERSUS

Joseph Thomas Getz

and

Doris M. Getz, his wife

1959 OCT -6 PM 10:10

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,155 Equity.

ORDERED, This 6th day of October, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of November, 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 NOV 10 PM 11:54

O. Bowie Duckett

Judge

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 82

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,155 Auditor Account.

Joseph Thomas Getz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of November, 1959. The first insertion being made the 8th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 11692 1959 OCT 29 AM 10:14 By H. Tilghman

20

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,155 Equity
GEORGE C. BAST, JR., Assignee
vs.
JOSEPH THOMAS GETZ and
DORIS M. GETZ, his wife

Ordered, this 6th day of October, 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 9th 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 9th day of November next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

O-22

LIBER 121 PAGE 83

H. Allen Mezger, Assignee *

vs. *

Melvin N. Johnson and Thelma P. *

Johnson, his wife, and Elijah Potts *

and Nettie Potts, his wife *

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 12,443

* * * * * * * * *

Mr. Clerk:

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

H. Allen Mezger, Assignee

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

FILED

1957 DEC -7 AM 9:23

JB

No. 12,443 Equity

~~55~~ Stamps Required *6.05*

THIS MORTGAGE, Made this 31st - - day of July - - - -, in the year one thousand nine hundred and fifty-six -, between MELVIN N. JOHNSON and THELMA P. JOHNSON, his wife, and ELIJAH POTTS and NETTIE POTTS, his wife -, of the County of Anne Arundel -, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Five Thousand Eight Hundred ($5800.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Sixty-Four ($64.00) Dollars - - - - - - - - - - - - - - - commencing on the fifteenth - -day of September, 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 lots of ground situate and lying in the Fourth Election District,

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

BEGINNING FOR THE FIRST at a point on the South side of the County Road leading from Harmons to Severn, said point being located South Fifty-Four (54) degrees Thirty-One (31) minutes West Two Hundred Twenty-Six and Six-Tenths (226.6) feet and South Fifty (50) degrees Fifty-One (51) minutes West Thirteen and Nine-Tenths (13.9) feet from where the East line of the conveyance from Daisy M. Brooks to Wilbert Brooks, et al, by Deed dated January 24th, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 453, intersects the South side of the County Road; and running from the beginning point so fixed and with the West side of a One and Twenty-One One-Hundredths (1.21) acre lot to be conveyed to William Brooks, South Thirty-Six (36) degrees Thirteen (13) minutes East Four Hundred Seventeen (417) feet, more or less, to a point; thence South Fifty-Four (54) degrees Thirty-One (31) minutes West One Hundred Twenty (120) feet to a point on the East side of a Ten (10) foot right of way running through the approximate center of the whole above mentioned conveyance; thence with the East side of said right of way, North Thirty-Six (36) degrees Fifty (50) minutes West Eighty-Two (82) feet and North Thirty-Eight (38) degrees Thirty-One (31) minutes West Three Hundred Twenty-Six (326) feet, more or less to a point where the East side of said right of way intersects the South side of the aforementioned County Road; thence with the same, North Fifty (50) degrees Fifty-One (51) minutes East One Hundred Thirty-Six and One-Tenth (136.1) feet to the place

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

FILED
1957 DEC -7 AM 9:23

2

of beginning. Containing One and Twenty-Two One-Hundredths (1.22) acres and being part of the Northeastern section of the whole above mentioned conveyance as described by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor in October 1946.

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 Elijah Potts and Nettie Potts, his wife, to Melvin N. Johnson and Thelma P. Johnson, his wife.

BEGINNING FOR THE SECOND in the center of the new County Road leading from Harmons to Severn at a point distant Ninety-Three (93) feet Southwesterly from the beginning of the land described in the deed from Enevice Williams to James Potts dated August 31st, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 54, folio 438, and running thence binding on the center line of said County Road as now surveyed South Fifty-Three (53) degrees West One Hundred Fifty-Two (152) feet; thence running for a line of division North Thirty-Nine (39) degrees Forty-Five (45) minutes West Two Hundred Seventy-Seven (277) feet to intersect the second line of the land described in a deed from Nicholas Matthews et al to James Potts and wife dated November 6th, 1920, and recorded among the said Land Records in Liber W.N.W. No. 35, folio 191; thence running with and binding on said second line North Forty-Five (45) degrees East One Hundred Fifty-Two (152) feet Six (6) inches and thence South Thirty-Nine (39) degrees Forty-Five (45) minutes East Two Hundred Ninety-Eight (298) feet Three (3) inches to the place of beginning. Containing One (1) acre, more or less.

BEING the same lot of ground which by deed dated January 16th, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 64, folio 61, was granted and conveyed by James Potts and Cora E. Potts, his wife, to Elijah Potts and Nettie Potts, his wife.

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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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BALTIMORE 1, MD.

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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 Eight ($8.00) Dollars - for the payment of all 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 suocessors 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 here 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 oonsent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be 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 bankruptoy or receivership prooeedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to 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 prooeeding, 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 defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage 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 oovenants 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, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a deoree or under the above power of

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt

Betty Lou Vogt

Melvin N. Johnson (SEAL)
Melvin N. Johnson

Thelma P. Johnson (SEAL)
Thelma P. Johnson

Elijah Potts (SEAL)
Elijah Potts

Nettie Potts (SEAL)
Nettie Potts

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 31st - - day of July - - -, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife - - - - - - - - - - - - - - - - - - -

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

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Betty Lou Vogt, Notary Public

My Commission Expires May 6th, 1957

Rec'd for record Aug 2 1956, at 12 58 P.M.

Mailed to Mezger & Mezger

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

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LIBER 121 PAGE 89

BALTIMORE, MARYLAND

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

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, its President, and its corporate seal hereto affixed this 21st day of May, 1957.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek
E. Jane Rusinek

By: John P. Helmer
John P. Helmer, President

56-139

SHORT ASSIGNMENT OF MORTGAGE

FROM

Arundel Federal Savings and Loan Association of Baltimore City

TO

H. Allen Mezger, Assignee

FOURTH ELECTION DISTRICT
~~BROOKLYN~~
ANNE ARUNDEL COUNTY

Received for Record.....

at.....*o'clock*.....*M. Same day*

Recorded in Liber ..... *No.* .....

Folio.....*etc., one of the*.....
Anne Arundel County
Records of ~~Baltimore City~~, *and examined.*

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

1957 MAY 22 AM 10:19 *Clerk.*

10M—1-57

& RECORDED IN LIBER GTC NO 1050 FOLIO 308
GEO. R. CROMWELL, CLERK

OVER

STATEMENT OF MORTGAGE CLAIM

H. Allen Mezger, Assignee

vs.

Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 12,443

LIBER 121 PAGE 90

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 5800.00
Less - Total amount paid on account of Principal	$467.85	
Less - Credit Expense Account	80.82	548.67
Net Balance		$ 5251.33
Plus accumulated interest to June 30th, 1958 (with interest thereafter at rate of 6% per annum)		53.45
Total amount of Mortgage Indebtedness		$ 5304.78

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

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

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

I HEREBY CERTIFY, That on this 29th day of May in the year nineteen hundred and fifty-eight, 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
1958 MAY 31 AM 9:53

As witness my hand and Notarial Seal.

E. Jane Rusinek *Notary Public.*

My Commission Expires May 4th, 1959.

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Milit. / Affidavit under Soldiers' and Sa :s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 121 PAGE 91

H. Allen Mezger, Assignee

vs.

Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 12,443

~~Docket~~ ..... ~~Folio~~

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer *Affiant.*
President

Subscribed and sworn to before me this 29th day of May 19 58

E. Jane Rusinek *Notary Public*

My Commission Expires May 4th, 1959.

CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

FILED

1958 MAY 31 AM 9:53

8

Jud. 14042.

Assignee's

~~MORTGAGEE OR ATTORNEYS~~ BOND

No. Eq # 12443

Know all Men by these Presents:

LIBER 9 PAGE 322

LIBER 121 PAGE 92

THAT WE H. Allen Mezger

200 W. Saratoga Street

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand three hundred and 00/100 ($5,300.00) - - - - - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 29th *day of* May *in the year of our Lord nineteen hundred and* fifty-eight.

WHEREAS, the above bounden H. Allen Mezger *by virtue of* an assignment of *a power contained in mortgage from* Melvin N. Johnson and Thelma P. Johnson, his wife and Elijah Potts and Nellie Potts, his wife *to* Arundel Federal Savings & Loan Association of Baltimore City

dated July 31, 1956 *and recorded in Liber* GTC *No.* 1050 *folio* 303 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him/in said mortgage;* by assignment of power

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

Elaine E. Seeger

Elaine E. Seeger

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen

Edward Annen, Attorney in Fact

ATTEST:

Carol Swann

Carol Swann

Bond Approved this 31st day of May 1958.

George T. Cromwell, Clerk

FILED

1958 MAY 31 AM 9:53

9

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

Assignee's Mortgage Sale

OF

TWO DESIRABLE FEE SIMPLE DWELLING PROPERTIES

BEING SITUATE HARMONS SEVERN ROAD/PRAIRIE ROAD ABOUT ONE MILE SOUTHWEST OF DORSEY ROAD, HARMONS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage dated July 31st, 1956, from Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1050, folio 303, 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; the first hereinafter described lot on

Friday, June 6th, 1958
at 2:00 P. M. (E.D.T.)

BEGINNING FOR THE FIRST at a point on the South side of the County Road leading from Harmons to Severn, said point being located South Fifty-Four (54) degrees Thirty-One (31) minutes West Two Hundred Twenty-Six and Six-Tenths (226.6) feet and South Fifty (50) degrees Fifty-One (51) minutes West Thirteen and Nine-Tenths (13.9) feet from where the East line of the conveyance from Daisy M. Brooks to Wilbert Brooks, et al. by Deed dated January 24th, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 453, intersects the South side of the County Road; and running from the beginning point so fixed and with the West side of a One and Twenty-One One-Hundredths (1.21) acre lot to be conveyed to William Brooks, South Thirty-Six (36) degrees Thirteen (13) minutes East Four Hundred Seventeen (417) feet, more or less, to a point; thence South Fifty-Four (54) degrees Thirty-One (31) minutes West One Hundred Twenty (120) feet to a point on the East side of a Ten (10) foot right of way running through the approximate center of the whole above mentioned conveyance; thence with the East side of said right of way, North Thirty-Six (36) degrees Fifty (50) minutes West Eighty-Two (82) feet and North Thirty-Eight (38) degrees Thirty-One (31) minutes West Three Hundred Twenty-Six (326) feet, more or less to a point where the East side of said right of way intersects the South side of the aforementioned County Road; thence with the same, North Fifty (50) degrees Fifty-One (51) minutes East One Hundred Thirty-Six and One-Tenth (136.1) feet to the place of beginning. Containing One and Twenty-Two One-Hundredths (1.22) acres and being part of the Northeastern section of the whole above mentioned conveyance as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October, 1946.

OFFICE OF
LIBER 121 PAGE 93
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

12,443 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1958

We hereby certify, that the annexed

Assignee's Mortgage Sale

Melvin N. Johnson et
Elijah Potts

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 JUN 11 AM 9:35

By [illegible]

The improvements on the above consists of a concrete block and stucco approved roof dwelling.

Said Assignee will offer for sale at public auction on the premises, the next hereinafter described lot on

Fri., June 6th, 1958 at 2:15 P.M. (E.D.T.)

BEGINNING FOR THE SECOND in the center of the new County Road leading from Harmons to Severn at a point distant Ninety-Three (93) feet Southwesterly from the beginning of the land described in the deed from Enevice Williams to James Potts dated August 31st, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 54, folio 438, and running thence binding on the center line of said County Road as now surveyed South Fifty-Three (53) degrees West One Hundred Fifty-Two (152) feet; thence running for a line of division North Thirty-Nine (39) degrees Forty-Five (45) minutes West Two Hundred Seventy-Seven (277) feet to intersect the second line of the land described in a deed from Nicholas Matthews et al to James Potts and wife dated November 6th, 1920, and recorded among the said Land Records in Liber W. N. W. No. 35, folio 191; thence running with and binding on said second line North Forty-Five (45) degrees East One Hundred Fifty-Two (152) feet Six (6) inches and thence South Thirty-Nine (39) degrees Forty-Five (45) minutes East Two Hundred Ninety-Eight (298) feet Three (3) inches to the place of beginning. Containing One (1) acre, more or less.

Improved with a frame approved roof dwelling.

The properties will be sold subject to conditions, restrictions, and agreements of record adjusting same, if any.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchasers at times and places of sales; balance of purchase money in cash upon final ratification of sales 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 day of sale.

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

Ju-5

STATEMENT OF MORTGAG CLAIM

H. Allen Mezger, Assignee

vs.

Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE~~ ANNE ARUNDEL, COUNTY

Equity No. 12443

LIBER 121 PAGE 95

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 5800.00
Less - Total amount paid on account of Principal	$ 646.11	
Less - Credit Expense Account	11.01	657.12
Net Balance		$ 5142.88
Plus accumulated interest to June 30th, 1959 (with interest thereafter at rate of 6% per annum)		51.67
Total amount of Mortgage Indebtedness		$ 5194.55

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 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 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.

As witness my hand and Notarial Seal

E. Jane Rusinek Notary Public

My Commission Expires May 1, 1961

FILED

1959 JUN -1 AM 11:37

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

LIBER 121 PAGE 96

H. Allen Mezger, Assignee

vs.

Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Equity No. 12443

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 27 day of May 1959

E. Jane Rusinek, *Notary Public*

My Commission Expires May 1, 1961

FILED

1959 JUN -1 AM 11:37

12

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

Assignee's Mortgage Sale

OF

TWO DESIRABLE FEE SIMPLE DWELLING PROPERTIES

BEING SITUATE HARMONS-SEVERN ROAD—PRAIRIE ROAD ABOUT ONE MILE SOUTH-WEST OF DORSEY ROAD, HARMONS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage dated July 31, 1956, from Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1050, folio 303, 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; the first hereinafter described lot on

Friday, June 12, 1959
at 2:00 P. M. (E.D.T.)

BEGINNING FOR THE FIRST at a point on the South side of the County Road leading from Harmons to Severn, said point being located South Fifty-Four (54) degrees Thirty-One (31) minutes West Two Hundred Twenty-Six and Six-Tenths (226.6) feet and South Fifty (50) degrees Fifty-One (51) minutes West thirteen and Nine-Tenths (13.9) feet from where the East line of the conveyance from Daisy M. Brooks to Wilbert Brooks, et al, by Deed dated January 24th, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 453, intersects the South sloe of the County Road; and running from the beginning point so fixed and with the West side of a One and Twenty-One One-Hundredths (1.21) acre lot to be conveyed to William Brooks, South Thirty-Six (36) degrees Thirteen (13) minutes East Four Hundred Seventeen (417) feet, more or less, to a point; thence South Fifty-Four (54) degrees Thirty-One (31) minutes West One Hundred Twenty (120) feet to a point on the East side of a Ten (10) foot right of way running through the approximate center of the whole above mentioned conveyance; thence with the East side of said right of way, North Thirty-Six (36) degrees Fifty (50) minutes West Eighty-Two (82) feet and North Thirty-Eight (38) degrees Thirty-One (31) minutes West Three Hundred Twenty-Six (326) feet, more or less to a point where the East side of said right of way intersects the South side of the aforementioned County Road; thence with the same, North Fifty (50) degrees Fifty-One (51) minutes East One Hundred Thirty-Six and One-Tenth (136.1) feet to the place of beginning. Containing One and Twenty-Two One - Hundredths (1.22) acres and being part of the Northeastern section of the whole above mentioned conveyance as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October 1946.

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 97

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1959

We hereby certify, that the annexed

Assignee's Mortgage Sale

12, 4 - 3

Melvin N. Johnson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of June, 1959. The first insertion being made the 21st day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 JUN 15 By: W. T. Tilghman

The improvements on the above consists of a concrete block and stucco approved roof dwelling.

Said Assignee will offer for sale at public auction on the premises, the next hereinafter described lot on

Friday, June 12, 1959 at 2:15 P. M. (E.D.T.)

BEGINNING FOR THE SECOND in the center of the new County Road leading from Harmons to Severn at a point distant Ninety-Three (93) feet Southwesterly from the beginning of the land described in the deed from Enevice Williams to James Potts dated August 31st, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 54, folio 438, and running thence binding on the center line of said County Road as now surveyed South Fifty-Three (53) degrees West One Hundred Fifty-Two (152) feet; thence running for a line of division North Thirty-Nine (39) degrees Forty-Five (45) minutes West Two Hundred Seventy-Seven (277) feet to intersect the second line of the land described in a deed from Nicholas Matthews et al to James Potts and wife dated November 6th, 1920, and recorded among the said Land Records in Liber W.N.W. No. 35, folio 191; thence running with and binding on said second line North Forty-Five (45) degrees East One Hundred Fifty-Two (152) feet Six (6) inches and thence South Thirty-Nine (39) degrees Forty-Five (45) minutes East Two Hundred Ninety-Eight (298) feet Three (3) inches to the place of beginning. Containing One (1) acre, more or less.

Improved with a frame approved roof dwelling.

The properties will be sold subject to conditions, restrictions, and agreements of record adjusting same, if any.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchasers at times and places of sales; balance of purchase money in cash upon final ratification of sales 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, Assignee
E. T. Newell & Co., Inc.,
Auctioneers

Ju-11

LIBER 121 PAGE 99

H. Allen Mezger, Assignee	*	
		IN THE CIRCUIT COURT
vs.	*	
		FOR
Melvin N. Johnson and Thelma P.	*	
		ANNE ARUNDEL COUNTY
Johnson, his wife, and Elijah Potts	*	
		Equity No. 12,443
and Nettie Potts, his wife	*	

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

CERTIFICATION

We hereby certify, that on the 12th day of June, 1959, we sold at public auction for the highest price obtainable to FRANK JOHNSON and AILEEN JOHNSON, his wife - - - - - - - - - - - - the fee simple property described as follows:

> BEGINNING FOR THE SAME in the center of the new County Road leading from Harmons to Severn at a point distant Ninety-Three (93) feet Southwesterly from the beginning of the land described in the deed from Enevice Williams to James Potts dated August 31st, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 54, folio 438, and running thence binding on the center line of said County Road as now surveyed South Fifty-Three (53) degrees West One Hundred Fifty-Two (152) feet; thence running for a line of division North Thirty-Nine (39) degrees Forty-Five (45) minutes West Two Hundred Seventy-Seven (277) feet to intersect the second line of the land described in a deed from Nicholas Matthews et al to James Potts and wife dated November 6th, 1920, and recorded among the said Land Records in Liber W.N.W. No. 35, folio 191; thence running with and binding on said second line North Forty-Five (45) degrees East One Hundred Fifty-Two (152) feet Six (6) inches and thence South Thirty-Nine (39) degrees Forty-Five (45) minutes East Two Hundred Ninety-Eight (298) feet Three (3) inches to the place of beginning. Containing One (1) acre, more or less.

at and for the price of Three Thousand Four Hundred and Fifty ($3,450.00) Dollars.

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

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

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

I/We hereby certify that I/we purchased the above described property at and for the price of $3450.00

_____
Frank Johnson

_____
Aileen Johnson

FILED

1959 JUN 19 PM 2:24

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

14

LIBER 121 PAGE 100

H. Allen Mezger, Assignee	*	
		IN THE CIRCUIT COURT
vs.	*	
		FOR
Melvin N. Johnson, and Thelma P.	*	
		ANNE ARUNDEL COUNTY
Johnson, his wife, and Elijah Potts	*	
		Equity No. 12,443
and Nettie Potts, his wife	*	

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

CERTIFICATION

We hereby certify, that on the 12th day of June, 1959, we sold at public auction for the highest price obtainable to JOHN H. GRINER - the fee simple property described as follows:

BEGINNING FOR THE SAME at a point on the South side of the County Road leading from Harmons to Severn, said point being located South Fifty-Four (54) degrees Thirty-One (31) minutes West Two Hundred Twenty-Six and Six-Tenths (226.6) feet and South Fifty (50) degrees Fifty-One (51) minutes West Thirteen and Nine-Tenths (13.9) feet from where the East line of the conveyance from Daisy M. Brooks to Wilbert Brooks, et al, by Deed dated January 24th, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 453, intersects the South side of the County Road; and running from the beginning point so fixed and with the West side of a One and Twenty-One One-Hundredths (1.21) acre lot to be conveyed to William Brooks, South Thirty-Six (36) degrees Thirteen (13) minutes East Four Hundred Seventeen (417) feet, more or less, to a point; thence South Fifty-Four (54) degrees Thirty-One (31) minutes West One Hundred Twenty (120) feet to a point on the East side of a Ten (10) foot right of way running through the approximate center of the whole above mentioned conveyance; thence with the East side of said right of way, North Thirty-Six (36) degrees Fifty (50) minutes West Eighty-Two (82) feet and North Thirty-Eight (38) degrees Thirty-One (31) minutes West Three Hundred Twenty-Six (326) feet, more or less to a point where the East side of said right of way intersects the South side of the aforementioned County Road; thence with the same, North (50) Fifty degrees Fifty-One (51) minutes East One Hundred Thirty-Six and One-Tenth (136.1) feet to the place of beginning. Containing One and Twenty-Two One-Hundredths (1.22) acres and being part of the Northeastern section of the whole above mentioned conveyance as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October, 1946.

at and for the price of Two Thousand Five Hundred ($2,500.00) Dollars.

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

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

By: John M. Miller, Jr., President

FILED

1959 JUN 19 PM 2:24

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

15

I/We hereby certify that I/we purchased the above described property at and for the price of $25,000.00

John H. Griner

John H. Griner

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

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Melvin N. Johnson and Thelma P.	*	ANNE ARUNDEL COUNTY
Johnson, his wife, and Elijah	*	Equity No. 12,443
Potts and Nettie Potts, his wife	*	

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, 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 Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated July 31st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1050, folio 303, which mortgage was then duly assigned on May 22nd, 1957, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default having occured thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, June 12th, 1959, at 2:00 o'clock p.m. (E.D.T.) and 2:15 o'clock p.m. (E.D.T.) attend on the premises and then and there sold at public auction, all those two (2) tracts of land located in the 3rd Election District of Anne Arundel County, Maryland and more particularly described in said mortgage, together with the improvements thereon, in fee simple; firstly described lot in said mortgage containing one and twenty-two one hundredths (1.22) acres more or less unto John H. Griner who was then and there the highest bidder at and for the sum of Two Thousand Five Hundred ($2,500.00) Dollars, a deposit of Two Hundred and Fifty ($250.00) Dollars having been made at time of sale, balance of the purchase price with interest at the rate of 6% per annum to be paid upon ratification of said sale, all expenses to be adjusted to date of sale; a secondly described lot in said mortgage

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1959 JUN 19 PM 2:24

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

17

containing one (1) acre more or less unto Frank Johnson and Aileen Johnson, his wife, who were then and there the highest bidders at and for the sum of Three Thousand Four Hundred and Fifty ($3,450.00) Dollars, a deposit of Three Hundred and Forty-Five ($345.00) Dollars having been made at time of sale, balance of the purchase price with interest at the rate of 6% per annum to be paid upon ratification of said sale, all expenses to be adjusted to date of sale; the total proceeds of said sales being Five Thousand Nine Hundred and Fifty ($5,950.00) Dollars.

H. Allen Mezger (Seal)
H. Allen Mezger, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18th day of June, 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 Notary Public

My Commission Expires May 1, 1961.

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

ORDER NISI

H. Allen Mezger, Assignee

versus

Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife

LIBER 121 PAGE 104

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,443 Equity

Ordered, this 19th day of June, 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 27th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sale ~~was~~ were $ 5,950.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

FILED
1959 JUN 19 PM 2:24

(Final Order)

H. Allen Mezger, Assignee

versus

Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of July, 1959, that the sale made and reported by the 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 JUL 30 PM 3:27

19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 105

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,443 Equity
H. ALLEN MEZGER, Assignee
versus
MELVIN N. JOHNSON and THELMA P. JOHNSON, his wife, and ELIJAH POTTS and NETTIE POTTS, his wife

Ordered, this 19th day of June, 1959, that the sales 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 27th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sales were $5,950.00

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

jy-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12443

Melvin N. Johnson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of July, 1959. The first insertion being made the 29th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUL 29 PM 8:45

By: Marie Tate

No. M. G. 9836

20

LIBER 121 PAGE 106

In the Case of

H. Allen Mezger,
Assignee
vs.
Melvin N. Johnson
and
Thelma P. Johnson, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 12,443 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 28, 1959

FILED

1959 OCT -1 AM 10:03

Dr. H. Allen Mezger, Assignee vs. Melvin N. Johnson and Thelma P. Johnson, his wife, et al in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions on first sale	108	44		
To Assignee for Commissions on second sale	134	43	292	87
To Assignee for Court costs, viz:				
Clerk of Court - final costs	20	50		
Auditor - stating this account	22	50	43	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	102	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	15	65		
Maryland Casualty Co. - bond premium	21	20		
E.T. Newell & Co.,Inc. -auctioneer's fee (sale of first parcel)	70	00		
E.T. Newell & Co.,Inc. - auctioneer's fee (sale of second parcel)	138	50		
One-half Federal documentary stamps - (first sale)	1	38		
One-half State documentary stamps - (first sale)	2	75		
One-half Federal documentary stamps (second sale)	1	92		
One-half State documentary stamps (second sale)	3	85		
E. Jane Rusinek - notary fees	1	00		
Jos. J. Blimline, Jr. - notary fee		50	379	27
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim	5,194	55	5,194	55
To Melvin N. Johnson and Thelma P. Johnson, his wife, and Elijah Potts and Nettie Potts, his wife, mortgagors - this balance	162	18	162	18
			6,071	87

22

with H. Allen Mezger, Assignee Cr.

1959						
June	12	Proceeds Sale of first parcel	2,500	00		
		Interest on deferred payment of $2,250.00 to 9/22/59	37	50	2,537	50
		Proceeds Sale of second parcel	3,450	00		
		Interest on deferred payment of $3,105.00 to 8/12/59	31	05	3,481	05
		Refund 1959 State and County taxes on first parcel - 6 months 18 days	21	96		
		Refund 1959 State and County taxes on second parcel - 6 months 18 days	31	36	53	32
					6,071	87

43

ORDER NISI

LIBER 121 PAGE 109

H. Allen Mezger,

Assignee

VERSUS

Melvin N. Johnson

and

Thelma P. Johnson, his wife, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,443 Equity.

1959 OCT -1 AM 10: 03

ORDERED, This 1st day of October, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of November, 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.

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1959 NOV 10 AM 11:04

O. Bowie Duckett

OFFICE OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 110

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,443

Auditor account

Melvin N. Johnson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of November, 1959. The first insertion being made the 8th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 11624 1959 OCT 29 AM 10:14 By H. Tilghman

25

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,443 Equity
H. ALLEN MEZGER, Assignee
vs.
MELVIN N. JOHNSON and
THELMA P. JOHNSON, his wife,
et al

Ordered, this 1st day of October, 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 9th 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 9th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-22

LIBER 121 PAGE 111

EXCELSIOR REALTY CO., INC. a body corporate of Maryland Glen Burnie, Maryland	: No. 13,276	EQUITY
and	:	In the Circuit Court
ABE VAN METER, Jr., and BETTY A. VAN METER, his wife Severn Maryland	:	for
vs	:	Anne Arundel County
ELLA GASSAWAY Spring Grove State Hospital Catonsville, Maryland	:	

: : : : : :

BILL OF COMPLAINT TO CONFIRM CONTRACT OF SALE

To the Honorable, the Judges of said Court:

Your Orators humbly complaining state:

1.

Whereas by deed dated June 25th, 1916, and recorded among the Land Records of Anne Arundel County in Liber GW No. 129, folio 11, Bruner R. Anderson, Assignee, did convey unto Abe Van Meter, his heirs and assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the Third Election District of Anne Arundel County and more particularly described as follows:

Beginning for the same at a planted boundary stone where stood a red oak tree, the beginning boundary of the whole tract called "Stewarts' Chance", and running from thence south 19° west, 76 perches (1254 ft); thence north 26° west, 80 perches (1320 ft); thence north 44° east, 8.7 perches (143.55 ft); thence crossing the whole tract, south 83° east, 55 perches (907.5 ft) to the place of beginning. Containing 14 acres and 10 square perches of land, more or less. A certified copy of said deed being filed as Plaintiffs' Exhibit No. 1.

2.

That being so seized and possessed of the parcel of land aforesaid, Abe Van Meter departed this life intestate on or about the 29th day of August, 1933, leaving surviving him as his only heirs

FILED
1959 JUN 15 AM 9:10

at law, a widow, Mary Van Meter, his sons, Abe Van Meter, Jr. and William H. Van Meter, and his daughters, Frances V. Van Meter who intermarried one Gilbert L. Dicken; Irene J. Van Meter who intermarried one Edward E. Herd; Blanche Van Meter who intermarried one John Kneis; Mary Van Meter who intermarried one Frank Vyskocil: and Ella Van Meter who intermarried one Mr. Gassaway.

3.

That no letters of administration were taken out on the estate of Abe Van Meter but more than twenty years have elapsed without any claims being filed against him, therefore, letters are now unnecessary.

4.

That by deed dated November 30th, 1954, the widow of Abe Van Meter and all of the children and their respective wives and husbands executed a deed to Abe Van Meter, Jr., and Betty A. Van Meter, his wife, as tenants by the entireties, saving and excepting, however, Ella Gassaway, a child of Abe Van Meter and a widow, who is now and has been for a number of years confined in the Spring Grove State Hospital for the insane, hence said Ella Gassaway is now a co-parcener having a 4/42nd interest therein, said deed being recorded among the Land Records of Anne Arundel County in Liber JHH No. 889, folio 74, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 2.

5.

That on the 10th day of June, 1959, Abe Van Meter, Jr., and Betty A. Van Meter, his wife, and Ella Gassaway, an incompetent, by George B. Woelfel, Jr., her prochein ami, entered into an agreement with the Excelsior Realty Co., Inc., a body corporate, whereby the said Abe Van Meter, Jr., and Betty A. Van Meter, his wife, and Ella Gassaway did agree to convey the aforesaid parcel of land containing 14 acres and 10 square perches, more or less, to the said Excelsior Realty Company, at and for the sum of Fifty-Four Thousand and Six Hundred Dollars ($54,600) cash, a deposit of Five Thousand ($5,000) having paid prior to the signing thereof and the balance of

2

Forty-Nine Thousand Six Hundred Dollars ($49,600) to be paid upon the ratification of the contract by the Court which shall be within six months from the date of the contract as will more fully appear by reference to a copy of said contract filed herewith as Plaintiffs' Exhibit No. 3.

6.

That the Plaintiffs allege that the Defendant is not only a tenant in common but that said realty cannot be divided in kind without material loss or injury but that it is for the interest and advantage of both Ella Gassaway, the non compos mentis, and Abe Van Meter and Betty A. Van Meter, his wife, and of all other interested therein that the said contract should be confirmed and that this Honorable Court may appoint a trustee who shall convey all the right, title, interest and estate of those claiming by, from or under them to the 14 acres and 10 square perches of land, more or less.

To the end, therefore:

1. That the contract dated June 10, 1959 between the Plaintiffs and the Defendant may be confirmed.
2. That a trustee may be appointed to execute a deed which shall be good and sufficient in law to transfer the estate and interest of said non compos mentis in the aforesaid land according to the true intent and meaning of the said deed.
3. And for such other and further relief as the case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Plaintiffs
9-11 School Street
Annapolis, Maryland
CO-3-2282 or CO-8-1671

CORRECTION MADE PER ORDER of COURT of AUG. 15, 1959 NUNC PRO TUNC AS of JUNE 15, 1959

CORRECTION MADE BY George B. Woelfel Jr.

(50 C Int Rev Stamp) This DeeD, made this 25th day of June, in the year nete hundred and sixteen, by Bruner R. Anderson, Assignee, as hereinafter set forth-

Witnesseth, Whereas, at public sale made on the 2nd day of May 1916, in pursuance of a special power and authority vested in him as Assignee, in and by a certain mortgage from Sarah Etta Wade and husband to Rufus D,Phelps, bearing date July 30th 1908, and recorded among theLand Records of Anne Arundel County in Liber G. W. No- 61, folio 170 etc,said mortgage having been assigned to the said Bruner R. Anderson, and which sale was made after default had occurrred under said mortgage, and after due public notice of sale, and after bond hac been duly filed in the Circuit Court for Anne Arundel County, the lot of ground hereinafter described being the property by said mortgage conveyed was sold unto Abe Van Meter, who was then and there the highest bidder, at and for the sum of Five Hundred dollars, and the sale having been duly reported to and ratified and confirmed by the said Court and the purchase money fully paid as is hereby acknowledged, the said Bruner R. And-rson Assignee, is inlaw duly authorized to execute a deed for the property t the purchaser.-

Now Therefore This Deed Witne seth that the said Bruner R. Anderson Assignee, in consideration of thepremises and the sum of One dollar, to him by the Grantee paid, in execution of thepower and authority in him vested by the said mortgage, doth grant and convey unto the said Abe Van Meter, his heirs and assigns, all the right, title, and interest of the said Mortgagees, or of those claiming by, from or under them, in and to all that lot of ground situate in Anne Arundel County aforesaid, and particularly described as follows;-

Beginning for the same at a planted boundary stone where stood a red oak tree, the beginning boundary of the whole tract called "Stewart's Chance," and running from thence South nineteen degrees West seventy six perches, thence North twenty six degrees West eighty perches; thence North forty-four degrees East eight and seven tenths perches; thence crossing the whole tract South eighty-three degrees East fifty five perches to the place of beginning. Containing fourteen acres and ten square perches of land more or less.-

Being the same land in said mortgage described.

Together with the build ings 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 in any wise appertaining.-

To Have and To Hold the land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Abe Van Meter, his heirs and assigns in fee simple.-

Witness the hand and seal of the said Grantor.-

Test;- Cora A. DuLaney- Bruner R. Anderson (Seal)- Assignee-

State of Maryland, Anne Arundel County, to-wit;-

I hereby certify, that on this 25th day of June, 1916, before me, the subscriber, a Notary Public- of the State of Maryland, in And for Anne Arundel County aforesaid, personally appeared Bruner R. Anderson- Assignee, and acknowledged the aforegoing DeeD to be his act.-

Witness my hanD anD Notarial Seal.-

(Notary's Seal)- Cora A. Dulaney:- Notary Public

Recorded 22nd August 1916-

LIBER 121 PAGE 115

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 G. W. 129, folio 11, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 10th. day of June, in the year of 1959, A. D.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

5

5

Plaintiff Exhibit No 2

LIBER 121 PAGE 116

LIBER 885 PAGE 74

No Stamps Necessary

NO TITLE EXAMINATION

THIS DEED, made this 30 day of November, 1954, by and between MARY VAN METER, widow, FRANCES F. DICKEN and GILBERT L. DICKEN, her husband, IRENE J. HERD and EDWARD E. HERD, her husband, BLANCHE KNEIS and JOHN KNEIS, her husband, WILLIAM H. VAN METER and NOLA VAN METER, his wife, and MARY VYSKOCIL and FRAN VYSKOCIL, her husband, hereinafter called Grantors, and ABE VAN METER, JR. and BETTY A. VAN METER, his wife, hereinafter called Grantees.

WHEREAS, by deed dated June 25, 1916, and recorded among the Land Records of Anne Arundel County in Liber GW No. 129, folio 11, Bruner R. Anderson, Assignee, conveyed the property hereinafter described unto Abe Van Meter, and

WHEREAS, the said Abe Van Meter departed this life intestate on or about August 29, 1933, leaving surviving him his widow, Mary Van Meter, his sons, Abe Van Meter, Jr. and William H. Van Meter, and his daughters, Frances F. Dicken, Irene J. Herd, Blanche Kneis, Mary Vyskocil and Ella Gassaway, upon whom, by operation of law, devolved the fee simple title in and to the property hereinafter described.

NOW, THEREFORE, THIS DEED WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, their heirs and assigns, as tenants by the entireties, all of their right, title, interest and estate in and to that parcel of land lying, being and situate in the Third Election District of Anne Arundel County and more particularly described as follows:

> BEGINNING for the same at a planted boundary stone where stood a red oak tree, the beginning boundary of the whole tract called "Stewarts' Chance", and running from thence South 19° West, 76 perches (1254 ft.); thence North 26° West, 80 perches (1320 ft.); thence North 44° East, 8.7 perches (143.55 ft.); thence crossing the whole tract, South 83° East, 55 perches (907.5 ft.) to the place of beginning. Containing 14 acres and 10 square perches of land, more or less.

BEING the identical tract of land conveyed by Bruner R. Anderson, Assignee, to Abe Van Meter by deed dated June 25, 1916, and recorded among the Land Records aforesaid in Liber GW No. 129, folio 11.

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13,276 Eq Examiner's Exh. 2 Filed 1959 JUN 15
Excelsior Realty v Gassaway E Schwarz examiner

TOGETHER with the buildings and improvements thereon and all the rights, roads, ways, alleys, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto and to the proper use and benefit of the said Grantees, their heirs and assigns, as tenants by the entireties, in fee simple.

AND the said Grantors do hereby covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

WITNESS the hand and seal of each Grantor:

Witness:

Thomas J. Curley

Leo A. Giorgio

Leo A. Giorgio

Clyde E. Didlake

A.A. Conley

Katherine Brown

Katherine Brown

Abe Kromhal

Abe Kromhal

Mary Van Meter, widow (SEAL)

Frances F. Dicken (SEAL)

Gilbert L. Dicken (SEAL)

Irene J. Herd (SEAL)

Edward E. Herd (SEAL)

Blanche Kneis (SEAL)

John Kneis (SEAL)

William H. Van Meter (SEAL)

Nola Van Meter (SEAL)

Mary Vyskocil (SEAL)

Frank Vyskocil (SEAL)

STATE OF MARYLAND, Baltimore County, to wit:

I hereby certify that upon this 26 day of November, 1954, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Frances F. Dicken and Gilbert L. Dicken, her husband, and each acknowledged the foregoing to be their act and deed.

Witness my hand and seal Notarial.

A.V. Giorgio
Notary Public

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LIBER 889 PAGE 76

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 30 day of November, 1954, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Irene J. Herd and Edward E. Herd, her husband, and each acknowledged the foregoing deed to be their act.

Witness my hand and seal Notarial:

Clyde B. Didlake
Notary Public

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 26 day of November, 1954, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Blanche Kneis and John Kneis, her husband, and each acknowledged the foregoing to be their act and deed.

Witness my hand and seal Notarial:

D. A. Conley, Notary Public

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 2nd day of November, 1954, before me, the subscriber, a Noatary Public for the State and County aforesaid, personally appeared William H. Van Meter and Nola Van Meter, his wife, and each acknowledged the foregoing to be their act and deed.

Witness my hand and seal Notarial:

Katherine Brown, Notary Public

STATE OF MARYLAND, City of Baltimore, to wit:

I hereby certify that upon this 22nd day of November, 1954, before me, the subscriber, a Notary Public for the State and City aforesaid, personally appeared Frank Vyskocil and Mary Vyskocil, his wife, and each acknowledged the foregoing to be their act and deed.

Witness my hand and seal Notarial:

Sol Leboff, Notary Public

State of Maryland, Anne Arundel Co., to wit:

I hereby certify that upon this 17th day of December, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mary Van Meter, widow, who acknowledged the foregoing instrument to be her act and deed.

Recorded: Dec. 20, 1954 at 3.05 P.M.

J. George Deinlein

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LIBER 121 PAGE 119

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of Deed as recorded in Liber J H. H. No. 889, folio 74, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 10th. day of June, 1959., A. D.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

LIBER 121 PAGE 120

Plaintiff Exhibit No 3

THIS AGREEMENT, Made this 10th day of June, 1959, between ABRAHAM VAN METER and BETTY A. VAN METER, his wife, and ELLA GASSAWAY, widow, incompetent, by George Woelfel, her attorney ~~in fact~~ Porchen Ami, all of Anne Arundel County, State of Maryland, parties of the first part, Sellers, and EXCELSIOR REALTY CO., INC., a body corporate of the State of Maryland, party of the second part, Purchaser.

WITNESSETH, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter hereby purchases from the former the following described property, situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, being and comprising the fourteen and one-half (14.5) acre, more or less, parcel of land outlined in red on the plat entitled "Van Meter Property", dated May 28, 1959, which plat, duly signed by the parties hereto for purposes of identification, is attached hereto and expressly made a part hereof. In fee simple.

AT AND FOR the price of FIFTY-FOUR THOUSAND SIX HUNDRED DOLLARS ($54,600.00) of which the sum of Five Thousand Dollars ($5,000.00) has been paid prior to the execution hereof, and the balance, viz: the sum of Forty-Nine Thousand Six Hundred Dollars ($49,600.00) shall be paid in cash at time of settlement which shall be on or before ninety (90) days after the date hereof.

Purchaser is entering into this contract of sale with the express understanding (1) that the northwesternmost 130 foot, more or less, line of the land hereby bargained and sold is contiguous to the southeasternmost outline of the land conveyed by United States Land and Investment Corporation to The Midraven Company, dated May 24, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1122 folio 468, and that said northwesternmost line also binds on the northwest side of Elvaton Road; (2) that the southeastern outline of the land hereby bargained and sold from the northeastern side of Elvaton Road measured in a northerly direction for a distance of 855 and 15/100ths feet binds on the first or north 15 degrees 40

13,276 Eg
Excelsior Realty - Gassaway
10

Examiner's Exh. 3
E. Clawans
Examiner

Filed
1959 Jun 15

minutes 00 seconds east 855 and 15/100ths foot line of the parcel of ground secondly described in Deed from Donald F. O'Brecht, et al., to The Langrade Company, dated July 16, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1135 folio 293; and it is agreed that if Purchaser's examination of title fails to confirm such understanding to be in fact true and correct, then Purchaser shall have the right to rescind and cancel this contract, and to obtain refund in full of all money paid by it as deposit hereunder.

The Purchaser, its agents and licensees, shall have the right to enter on said land at any time after the date hereof for the purpose of making surveys, studies, tests, etc.

Sellers agree to pay commission on this sale, if and when settlement is consummated, in the amount of Two Thousand Six Hundred Dollars ($2,600.00) to Glenco Realty Co., Glen Burnie, Maryland.

In the event that an examination of title and/or an outline survey of the property hereby bargained and sold discloses that the exact acreage contained in the property hereby bargained and sold shall constitute less than fourteen (14) acres in gross, Purchaser shall have the right to rescind and cancel this contract, and to obtain refund in full of all money paid by it as deposit hereunder.

Promptly after the execution of this contract, ~~Sellers~~ Buyer shall cause a proceeding to be instituted in the Circuit Court for Anne Arundel County in accordance with the requirements and provisions of Article 16, Section ~~136~~ 15A et seq. of the Annotated Code of Maryland, 1957 Edition, to have a Committee appointed for the said Ella Gassaway, incompetent, and to have this sale approved and ratified by said Court, and to obtain a court order directing conveyance and settlement to be made hereunder. In the event the necessity for such proceedings and the issuance of the final order and ratification shall not be obtained in time for settlement hereunder, Purchaser agrees to an extension in the time for settlement hereunder to a date not later than

six (6) months after the date hereof. In the event Sellers are unable to obtain the ratification of this sale by said Court, using all reasonable diligence in an attempt to obtain same, then this sale shall be cancellable by either party hereto by giving at least fifteen (15) days notice in writing of such cancellation to the other party hereto, and in such event Purchaser shall be entitled to a refund of all money paid by Purchaser to Seller as deposit hereunder, coupled with the rescission of this contract.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Sellers at the expense of the Purchaser, which shall convey the property to Purchaser by good and merchantable title, in fee simple, free and clear of all defects of title, liens and encumbrances. Taxes and other public dues and charges shall be adjusted as of the date of settlement. Cost of documentary stamps required by law shall be divided equally between the parties hereto.

WITNESS the hands and seals of the Sellers. WITNESS ALSO the corporate seal of the Purchaser and the hand of its President.

WITNESS:

Mary M. Hoff

Abraham Van Meter (SEAL)
Abraham Van Meter

Betty A. Van Meter (SEAL)
Betty A. Van Meter

WITNESS:

Mary M. Hoff

ELLA GASSAWAY, Widow, Incompetent

By: George F. Woelfel Jr.
George Woelfel Jr. her ~~attorney in fact~~ Porchen Ami
B.
Sellers

Witness:

Ethel B. Stern

EXCELSIOR REALTY CO., INC.
Purchaser

By: Donald L. Rothman
President

EXCELSIOR REALTY CO., INC. 957 BALTIMORE

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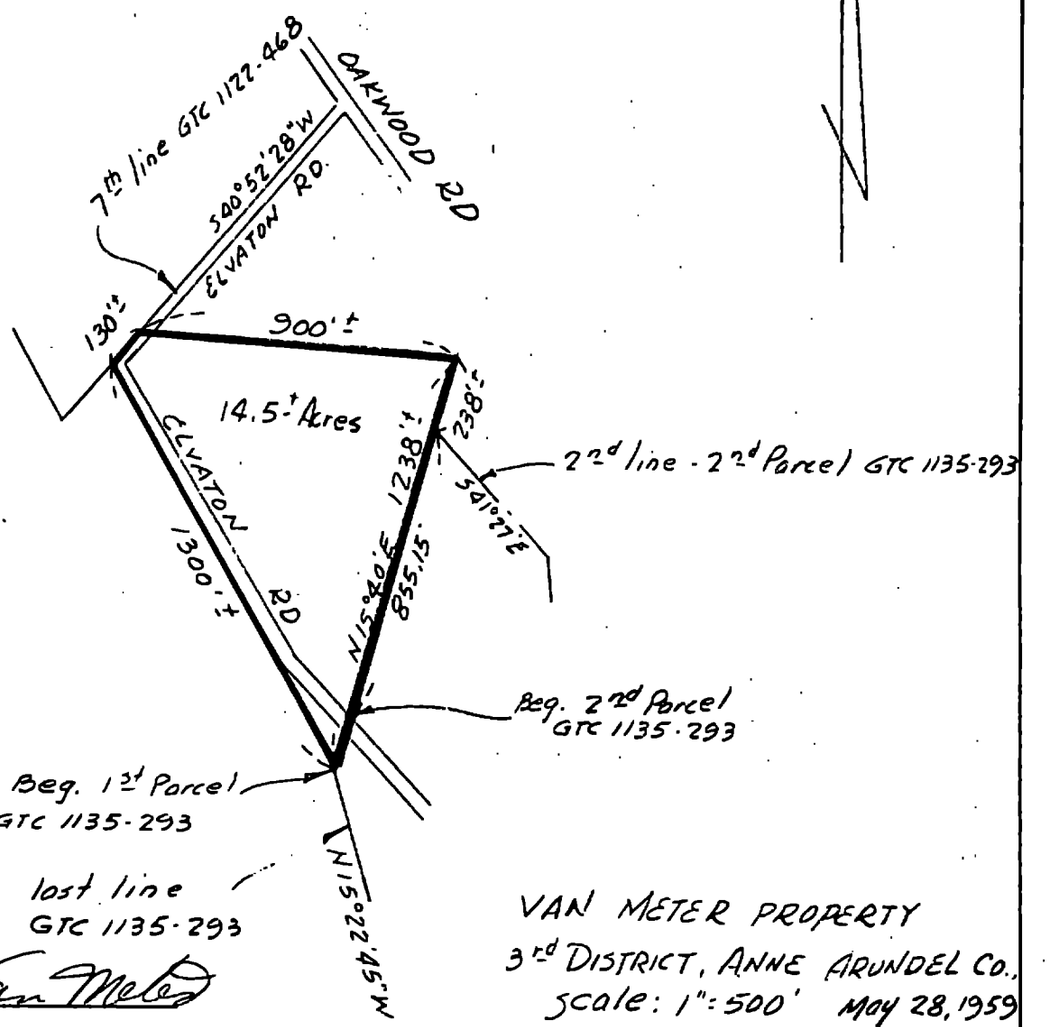
LIBER 121 PAGE 123



VAN METER PROPERTY
3rd DISTRICT, ANNE ARUNDEL Co.,
scale: 1" = 500' May 28, 1959

Abraham Van Meter

Betty A. Van Meter

ELLA GASSAWAY, Widow, Incompetent

By: _____
George Woelfel, her attorney in fact

EXCELSIOR REALTY CO., INC.

By: Donald L. Rothman
President

THIS PLAT PREPARED FROM AVAILABLE TITLE DATA; THIS IS NOT A PROPERTY LOCATION SURVEY.

13

K-E ALBANENE 1961 14318

LIBER 121 PAGE 124

Excelsior Realty Co., Inc., a body corporate, et al,	:	No. 13276 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Ella Gassaway	:	Anne Arundel County

: : : : : : : :

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM
AND COUNSEL FOR GUARDIAN
AND ORDER OF COURT THEREON

: : : : : : : :

To the Honorable, the Judges of said Court:

The petition of the Excelsior Realty Company, Inc., a body corporate, plaintiff in the above entitled cause, respectfully represents:

1.

That Ella Gassaway, the defendant in this cause, has been duly summoned, but being an incompetent she cannot answer and defend this suit for herself.

Wherefore, your Petitioner, prays:

1. That a guardian ad litem and counsel for the guardian may be appointed to appear and answer for the said incompetent.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 14th day of July, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Abe Van Meter who made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Mary [illegible]

Notary Public

FILED
1959 JUL 15 AM 10:53

14

LIBER 121 PAGE 125

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 15th day of July, 1959, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Ernest Floretano be, and he is hereby appointed guardian ad litem to answer and defend the suit for the said Ella Gassaway and it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that Arthur Anderson be, and he is hereby, appointed counsel for the said Ella Gassaway and her guardian ad litem.

Matthew S. Evans
Judge

FILED

1959 JUL 15 PM 2:39

15

LIBER 121 PAGE 126

EXCELSIOR REALTY COMPANY, INC. etal	*	IN THE
	*	CIRCUIT COURT
	*	FOR
VS	*	ANNE ARUNDEL COUNTY
ELLA GASSAWAY	*	EQUITY #13276

* *

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Ernest Florestaon, Guardian Ad Litem of Ella Gassaway, non compos mentis, respectfully represents unto your Honors:

That Ella Gassaway, the Respondent in the above entitled cause, being a person non compos mentis can neither admit nor deny the allegations set forth in the Bill of Complaint exhibited against her and, therefore, submits the rights of said Respondent to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

Ernest Florestano

Ernest Florestano, Guardian Ad Litem

Arthur A. Anderson, Jr.

Arthur A. Anderson, Jr.
Solicitor for Guardian Ad Litem
Maryland Inn Building
Annapolis, Maryland
Colonial 8-1729

I hereby certify that on this 31stday of July, 1959, I mailed a copy of the foregoing Answer to George B. Woelfel, Esq., 9-11 School Street, Annapolis, Maryland, Solicitor for the Complainant.

Arthur A. Anderson, Jr.

FILED

1959 JUL 31 PM 2:24

16

Excelsior Realty Company, Inc., Abe Van Meter and Betty A. Van Meter, his wife,	:	No. 13,276 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Ella Gassaway	:	Anne Arundel County
	:	

: : : : : : : :

PETITION TO AMEND ORIGINAL BILL OF COMPLAINT AND ORDER OF COURT THEREON

: : : : : : : :

To the Honorable, the Judges of said Court:

The petition of the Plaintiffs in the above entitled cause respectfully shows:

1.

That in the preparation of the original bill of complaint in this cause in paragraph six thereof the Plaintiffs erroneously omitted a necessary allegation that the said realty cannot be divided in kind without material loss or injury, all other allegations in said bill of complaint being sufficient.

Wherefore, your Petitioners pray:

1. That paragraph six in said bill be amended nunc pro tunc by adding the following words "That the said realty cannot be divided in kind without material loss or injury" and that said words be interlined in the first sentence following the words tenant in common so that the beginning of paragraph six shall read "That the Plaintiffs allege that the Defendant is not only a tenant in common but that the said realty cannot be divided in kind without material loss or injury." All other allegations therein contained to remain the same.
2. And for such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel, Sol. for Plaintiffs

FILED

1959 AUG 14 PM 3:55

17

ORDER OF COURT

Upon the aforegoing petition, it is this 15th day of August, 1959, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that leave be and the same is hereby granted unto the Plaintiffs to amend paragraph six in said bill of complaint by adding the following words "That the said realty cannot be divided in kind without material loss or injury" and that the said words be interlined in the first sentence following the words tenants in common so that the beginning of paragraph six shall read as follows "That the Plaintiffs allege that the Defendant is not only a tenant in common, but that said realty cannot be divided in kind without material loss or injury". All other allegations therein contained be and they shall remain the same.

And it is further ORDERED that this amendment be and the same shall hereby be considered as filed nunc pro tunc.

Matthew S. Evans
Judge

FILED
1959 AUG 17 AM 9:50

18

LIBER 121 PAGE 129

Excelsior Realty Company, Inc., Abe Van Meter and Betty A. Van Meter, his wife	No. 13,276	Equity
	In the Circuit Court	
vs	for	
Ella Gassaway	Anne Arundel County	

ADMISSION OF SERVICE

Service of the Petition to Amend, the Order of Court granting permission to Amend, and Amended Bill of Complaint hereby admitted this 17th day of August, 1959.

Authur Anderson

FILED

1959 AUG 24 AM 11:43

19

#1.

EXCELSIOR REALTY COMPANY, INC. et al	*	IN
	*	THE CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ELLA GASSAWAY	*	NO. 13,276 EQUITY

* * * * * * *

TESTIMONY ON BEHALF OF PLAINTIFFS

August 4, 1959

Present:

Mr. George B. Woelfel, Solicitor for Plaintiffs

Mr. Arthur A. Anderson, Jr., Solicitor for Guardian ad Litem

Mr. George M. Taylor

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Abraham Van Meter, pages 2 - 5.

Betty Alice Van Meter, page 6.

Hammond E. Bosse, pages 7 - 9.

FILED

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20

Abraham Van Meter, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Abraham Van Meter, Severn, Maryland.

2 Did you know Abe Van Meter?

A Abe Van Meter was my father.

3 Did he own a lot of ground in the Third Election District of Anne Arundel County containing 1¼ acres and 10 square perches, which he acquired from Bruner R. Anderson, Assignee, by deed recorded in G.W. 129, folio 11?

A Yes sir.

4 Is this a certified photostat copy of the said deed?

A Yes.

(CERTIFIED PHOTSTAT COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

5 Is your father, Abe Van Meter, living or dead?

A He's dead.

6 When did he die?

A I believe it was 1933, August the 29th.

7 Did he leave a Will?

A He died intestate, no Will on record.

8 And did he still own this property of 1¼ acres and 10 square perches at the time of his death?

A I'm most sure he did.

9 Did Abe Van Meter leave a wife when he died?

A Yes sir.

10 How many children did he have?

A 7.

11 And what was his wife's name?

A Mary Van Meter.

12 And you say they had 7 children. Name them and if they're married name their wives or husbands, if you know.

A Well, start with me and this is my wife here, Abe Van Meter, Jr., Betty Van Meter, my wife; William Van Meter and Nola Van Meter, his wife; Irene Herd, married Edward E. Herd; Blanche Kneis who married John Kneis; Frances Dicken, her husband is Gilbert L. Dicken; Mary Vyskocil who married Frank Vyskocil, he's dead now; Ella Gassaway married Edward Gassaway, and he's dead too.

(Mr. Klawans)

13 Did your father have any other children?

A Not as I know of, no sir.

(Mr. Woelfel)

14 Where is Ella Gassaway now?

A At Springfield State Hospital in A Ward, Women's Group.

15 Were any Letters of Administration taken out on your father's estate?

A No.

16 Has it been more than 20 years since he died?

A 27 years.

17 And no claims have been filed against his estate, to your knowledge?

A No.

18 Who owns the 14 acre tract now?

A Well, right at the present time I imagine I own it, but my sister comes in for a share, the way the deed calls.

19 Did you procure the same by deed dated the 30th day of November, 1954, from your mother and sisters and brother, excluding Ella Gassaway?

A Yes.

27

20 I show you a certified photostat copy of a deed, recorded in J.H.H. No. 889, folio 74, and I ask you if this is the deed whereby you and your wife procured that property?

A Yes.

(CERTIFIED PHOTOSTAT COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

21 How long has your sister, Ella Gassaway, been in the insane asylum?

A Maybe 25 years.

22 She never signed the deed?

A No.

23 And she has never been legally declared a lunatic?

A No.

24 Now, have you and your wife and George B. Woelfel, Jr. as prochein ami of Ella Gassaway, incompetent, entered into an agreement to sell this property to the Excelsior Realty Co.?

A Yes, we've agreed to sell it.

25 At a price of Fifty Four Thousand Six Hundred Dollars ($54,600.00)?

A Yes.

26 On account of which said sum Five Thousand Dollars ($5000.00) has been deposited?

A Yes, you've got that.

27 And this property was sold subject to the payment of a commission Two Thousand Six Hundred Dollars ($2600.00) to the Glenco Realty Co., Glen Burnie, leaving a balance clear to you of Fifty Two Thousand ($52,000.00)?

A Yes, that's right, $52,000.00.

28 Is this the original contract executed by all the parties to the agreement?

A Yes.

(AGREEMENT FILED HEREWITH MARKED EXAMINER'S EX.3)

29 Do you think this is a fair and reasonable price for this property?

A I think so.

30 Do you think it would be to the advantage of Ella Gassaway that this property be sold?

A I think so.

31 Otherwise she would get no money out of it whatsoever, would she?

A No, not as long as we didn't sell it.

32 And you ask the Court to ratify and confirm this contract?

A Yes.

(Mr. Taylor)

No questions.

(Mr. Anderson)

No questions.

Answer to General Question:

I'd like to put it through a trust fund, I mean, so the oldest one can take care of her share, her money.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer....No.....

Signature.....

Betty Alice Van Meter, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Betty Alice Van Meter, Severn, Maryland.

2 This is your husband?

A Yes.

3 And you are a daughter-in-law of Abe Van Meter, deceased?

A Yes sir.

4 And you are one of the present holders of this 14 acre tract with your husband?

A Yes.

5 Do you know the genealogy of the family, of the Van Meter family, that is, what heirs the father left?

A Yes, my mother-in-law told me.

6 And you knew all the children, didn't you?

A Yes.

7 Did you hear your husband testify Abe Van Meter left a wife and 7 children?

A Yes.

8 Do you know of any other children besides those 7?

A No.

9 Would your testimony be the same in all respects to that given by your husband if questions were asked you at length?

A Far as I know.

(Mr. Taylor)

No questions.

(Mr. Anderson)

No questions.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....No.....

Signature...Betty...Alice...Van...Meter

Hammond E. Bosse, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Hammond E. Bosse, office, 100 Crain Highway, S.W., Glen Burnie, Maryland.

2 What is your occupation?

A Real estate broker.

3 How long have you been a real estate broker in Anne Arundel County?

A I've been a broker for 4 years, I've been in business 5 years, salesman.

4 And you have an office of your own?

A Yes sir.

5 And are you familiar with the prices of real estate in the Fourth and Fifth Election District of Anne Arundel County where you maintain your office?

A Yes sir.

6 Do you know this tract of land owned by Abe Van Meter and wife and Ella Gassaway, containing 14 acres and 10 square perches?

A Yes sir.

7 Have you been on the land?

A Yes sir.

8 Did you make an appraisal of the property?

A Yes sir.

9 What, in your estimation, is the fair market value of this property?

A Two Thousand Dollars ($2000.00) an acre.

10 Do you think $54,600.00 is a fair price for this property in question?

A Yes sir, it's a good price.

(Mr. Klawans)

28

(Mr. Klawans)

11 Are there any improvements?

A No sir, the only public utility there is electricity, no water or sewerage, no buildings on it.

(Mr. Woelfel)

12 Did you compare this property with a similiar property that has been recently sold in Glen Burnie?

A Yes sir.

13 What properties did you compare it with?

A I compared it, actually, with 3 tracts; one tract of land laying to the west and north of this was owned by United States Land and Investment Corporation, and was conveyed to the Midraven Company and recorded in the Land Records of Anne Arundel County in G.T.C. No. 1122, folio 468, consisted of approximately 33½ acres and was sold in 1958 for $80,000.00. This tract of land had frontage on Oakwood Road and Elvaton Road, which would give it more value than the property in question. And there was another tract of land that was conveyed from Donald F. O'Brecht, et al., to The Langrade Company in 1957, and recorded in G.T.C. No. 1135, folio 293, and consisting of 250 acres, was sold for $1,150.00 per acre; and there was a tract of land conveyed from Mary Wimmer to the North Arundel Hospital Association in 1958 consisting of approximately 28 acres, and it was sold for $3100.00 per acre, that's all the comparables that I have.

14 Do you think it would be for the advantage of Ella Gassaway, who is confined in a mental institution, that this property be sold?

A Actually the price for the property is a good, fair market price, that's about all I can testify to. I

feel that they're getting as high a dollar as this property is worth right now. The tract that sold for $3100.00 an acre sets in a lot better position than the present tract under discussion, close to the Crain Highway and this present tract is bringing approximately $4000.00 an acre.

15 Can this land be divided in kind so that the share of Ella Gassaway is 4/42 without material loss or injury to her?

A No, because that would have no value at all, no value to her plus it would deteriorate the sales price of the property because you would have to cut frontage off of the property.

16 So that her share would have less value and the remaining share would be greatly reduced?

A That's right.

(Mr. Taylor)

No questions.

(Mr. Anderson)

No questions.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer No

Signature Harold E. Bowie

31

There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 11th day of ~~August~~ September, 1959.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $10.00

I.H. $9.00

32

#2

LIBER 121 PAGE 141

EXCELSIOR REALTY COMPANY, INC. ABE VAN METER, JR. BETTY A. VAN METER, his wife	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
ELLA GASSAWAY	*	ANNE ARUNDEL COUNTY
	*	EQUITY #13276

* *

REPORT OF COURT APPOINTED COUNSEL
FOR GUARDIAN AD LITEM

The Report of Arthur A. Anderson, Jr., Court appointed counsel for Ella Gassaway and Ernest Florestano, Guardian Ad Litem of Ella Gassaway, respectfully shows:

1. That by order of this Honorable Court passed in the above entitled proceedings on July 15, 1959 Ernest Florestano was appointed Guardian Ad Litem for Ella Gassaway and Arthur A. Anderson, Jr. was appointed Counsel for Ella Gassaway and her Guardian Ad Litem.

2. The Bill of Complaint filed in these proceedings requests ratification of a contract of sale dated June 10, 1959 between Excelsior Realty Company, Inc., Buyer, and Abe Van Meter, Jr., Betty A. Van Meter, his wife, and Ella Gassaway by George B. Woolfel, her prochein ami and appointment of a trustee to convey the land. Sheriff's Return indicates that service was had on the Defendant, Ella Gassaway, in accordance with the provisions of Rule 119 (a).

3. That said court appointed counsel on behalf of Ella Gassaway and Ernest Florestano, her guardian ad litem, prepared and filed in this cause an answer submitting the rights of said Respondent to the protection of this Honorable Court.

4. That on behalf of said Ella Gassaway and Ernest Florestano, her guardian ad litem, said counsel attended the taking of testimony at 9:15 A.M., Tuesday, August 4, 1959.

5. Testimony introduced by the Plaintiffs verified the allegations of the Bill of Complaint as to the chain of title and the family pedigree. Here it is to be noted that although this proceeding is brought under

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33

the provisions of Article 16 Section 154 the Bill of Complaint does not contain an allegation that the land cannot be partioned without loss or injuries to the parties interested although Mr. Hammond E. Bosse, a Real Estate Broker, testified to that effect.

6. It is also to be noted that there is no duly appointed Committee for the person or property of Ella Gassaway and that the Bill of Complaint does not, except by inference, allege that Ella Gassaway is a party non compos mentis. Nor is there any professional testimony that the said Ella Gassaway is, in fact, a person non compos mentis.

7. It is also to be noted that section 154 provides that a party non compos mentis can file a bill thereunder by Committee and then provides " and if any contract hath been made for the sale of any lands xxx for or on behalf of any xxx persons non compos mentis which the Court, upon hearing aforesaid and examination into all the circumstances, shall think for the interest and advantages, both of such xxx person non compos mentis, and of the other person or persons interested therein to be confirmed, the Court may confirm such contract." Counsel suggests that this language contemplates acontract entered into by a duly appointed Committee of the person non compos mentis.

8. Counsel is of the opinion that, at least, there should be in the record professional testimony or affidavits of attending physicians as to the physical and mental condition of Ella Gassaway.

Respectfully Submitted.

Arthur A. Anderson, Jr.
Court appointed counsel for Ella Gassaway and Ernest Florestano,her Guardian Ad Litem
Maryland Inn Building
Annapolis, Maryland
Colonial 8-1729

LIBER 121 PAGE 143

EXCELSIOR REALTY COMPANY, INC.	*	IN
ABE VAN METER and BETTY A.	*	THE CIRCUIT COURT
VAN METER, his wife	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ELLA GASSAWAY	*	NO. 13,276 EQUITY

* * * * *

ADDITIONAL TESTIMONY ON BEHALF OF PETITIONER

August 20, 1959

Present:

Mr. George B. Woelfel, Solicitor for Petitioner

Mr. Arthur A. Anderson, Solicitor for Guardian ad Litem

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witness:

Betty Alice Van Meter, pages 2 - 4.

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Betty Alice Van Meter, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 Mrs Van Meter, what relationship exist between you and Ella Gassaway?

A She's my sister-in-law.

2 How long have you known Ella Gassaway?

A Almost 19 years.

3 Where is she now located?

A She's in Springfield State Hospital.

4 For the insane?

A Yes sir.

5 When was she put into that institution?

A February 28th, 1945.

6 How was she put in there?

A By the certificate of two doctors.

7 And she was living in what city at that time?

A Baltimore.

8 Have you had opportunity to observe her conduct?

A Yes, we visit her and she would have spells, she would be cursing the nurses and the doctors and everybody that was attending her. And she would say things, for instance, she would say that we had bad truth in us and all kinds of things that didn't make sense.

9 Did she always talk to you when you went there?

A She would talk to us but she would not hold a steady conversation, you know, she would talk to us and then she would go on to something else and talk about these truths and things like that.

90 In other words, her conversation wasn't coherent?

A That's right.

11 Did the answers she gave to the questions make good sense?

A No.

12 What have you observed about her talking to herself, if anything?

A Well, she would sit there and she would talk to herself and then she would mumble to herself.

13 From your observation of her, do you think she is capable of managing her own property?

A No, I wouldn't say so.

14 Why do you think that she is insane?

A Well, for some of the things that she did when she was home; we were walking across the road and she wanted to throw me out in the highway and said I had bad truth in me and they had to be knocked out of me, and she attacked my mother-in-law, she threw a soda case at her and said she had these truths in her and they had to be knocked out.

15 That was prior to the time that she entered the institution?

A Yes, she had been home.

16 Now, what makes you think she still is in that same condition?

A Well, the last time we saw her she did the same thing.

17 And how did she get into the institution?

A She was put there by two doctors, by certificate of two doctors.

18 And they certified she was insane?

A Yes, when they put her there.

19 And she's still there?

A Yes sir, she's still there.

20 Do you think she could sign a deed to you?

A Well, if we thought she could sign a deed to us we could go up there and get her to sign it anytime.

21 Do you know the shape of the real estate that you all own?

A Yes.

22 What is the shape of it?

A Well, it's shaped sort of like a slice of pie.

23 In other words, broad at one end and goes down to a peak at the other end?

A Yes.

24 And there's a road that runs through it on one side?

A It's the large part on one side of the road and small part on the other.

25 Do you think that could be divided in kind without material loss or injury to the parties?

A No, I don't think so.

26 Why do you think that?

A Well, I guess the shape of it.

27 The shape of it is such that a lot taken out would materially affect the rest of the property?

A Yes.

28 And the value of it?

A And the value of it.

(Mr. Anderson - Cross-Examination)

1 Do you know the names of the doctors that committed her?

A No, not right now I don't.

2 Did they give you a copy of the certificate that they put her in on?

A No, my mother-in-law had all that.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer..~~Betty Alice Ha~~ No.....

Signature..Betty Alice Van Meter

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 1st day of ~~August~~ September, 1959.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. ~~$10.00~~ none E/C

I.H. $5.00 Pd. J.H.

40

#4

LIBER 121 PAGE 149

EXCELSIOR REALTY COMPANY, INC.,	*	IN
ABE VAN METER and	*	THE CIRCUIT COURT
BETTY VAN METER, his wife	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
ELLA GASSAWAY	*	NO. 13,276 EQUITY

* * * * *

TESTIMONY ON BEHALF OF PETITIONER

September 10, 1959

Present:

Mr. George B. Woelfel, Solicitor for Petitioner

Mr. Arthur Anderson, Solicitor for Guardian ad Litem

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witness:

Samuel Schenker, pages 2 - 4.

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41

Samuel Schenker, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Samuel Schenker, 180 Main St., Annapolis, Md.

2 What is your occupation?

A Real estate broker and attorney.

3 How long have you been in the real estate business in Anne Arundel County?

A Approximately 9 years.

4 And do you maintain a real estate office?

A Yes sir.

5 Are you familiar with the prices of real estate in Anne Arundel County?

A Yes sir.

6 Do you know the values of real estate in the Fourth and Fifth Election Districts of Anne Arundel County?

A Yes sir.

7 Do you know this tract of land owned by Abe Van Meter and wife and Ella Gassaway?

A Yes sir.

8 Have you been on the land?

A Yes sir.

9 Did you make an appraisal of the land?

A I did, sir.

10 What, in your estimation, is the fair market value of this property?

A I'd say it's worth approximately Twenty Four Hundred Dollars ($2400.00) an acre, or a total of about Thirty Four or Thirty Five Thousand Dollars.

11 Do you think Fifty Four Thousand Six Hundred

42

Dollars is a fair price for this property?

A I think it's an excellent price.

12 Are there any improvements on this land?

A None that are visible, it's wooded land and I have been advised that there's a shack in the rear

b but I wasn't able to locate it.

13 Are there any public utilities running to this property?

A None other than electricity.

14 Have you compared this property with other similiar properties that have been recently sold in Glen Burnie?

A Yes sir.

15 What properties did you compare it with?

A Well, the Wimmer property which was sold for a purpose of erecting a hospital, it was located somewhat nearby, and this property sold for Thirty One Hundred Dollars an acre, however, the Wimmer property is located in a much nicer area and is closer to the Crain Highway than this particular piece of property, and I feel that it is also situated on a corner/intersecting roads of and it has a great deal more frontage, and as a result I feel that this land is not nearly as

v valuable as the Wimmer property. There have been several other sales in the immediate neighborhood, from the United States Land Investment Corporation to Midraven Corporation, where property sold at approximately Twenty Two Hundred Dollars an acre, then there was a sale of approximately 250 acres

o of land from Donald O'Brecht and others to Land Grade Company in 1957, about Eleven Hundred and

Fifty Dollars an acre, and I feel that this price here I appraise is a good fair marketable value.

16 Do you think it would be for the advantage of Ella Gassaway, who is confined in a mental institution, that this property be sold?

A I do.

17 Do you think the price is fair and reasonable?

A I do.

18 Do you think it is for the advantage of Abe Van Meter and Betty Van Meter, his wife, that this property be sold?

A I do.

19 In your opinion, can this property be divided in kind without material loss or injury?

A No sir.

20 Why not?

A Well, it's a triangular shape piece of property and it would be difficult to divide this thing, almost impossible to divide it so that it would give equal value and divide into equal parts, obviously it would not be nearly as valuable as sold as one tract.

(Mr. Anderson)

No questions.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....

Signature.....Samuel Schuck.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in Their behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 11th day of September, 1959

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

I. H. $3.00 Pd.

26

+5

LIBER 121 PAGE 155

Excelsior Realty Company, Inc., a body corporate, et al,	:	No. 13,276 Equity
	:	In the
	:	Circuit Court
vs.	:	
	:	for
Ella Gassaway	:	Anne Arundel County
	:	

: : : : : : : : :

SUBMISSION FOR A DECREE

To the Honorable, the Judges of said Court:

We, the undersigned, solicitor for plaintiffs, guardian ad litem and solicitor for guardian ad litem and Ella Gassaway, do hereby submit the proceedings in this cause for a decree hereby waiving the ten day period for the filing of exceptions to the testimony.

George B. Haeffel
Solicitor for Plaintiffs

Guardian ad litem

Solicitor for Guardian ad litem and Ella Gassaway

FILED

1953 SEP 11 PM 3:50

47

Certificat of Irene L. Hitchman, a n[illegible]opsychiatrist, with affidavit that Ella Gassaway is insane.

CERTIFICATE LIBER 121 PAGE 156

I, Irene L. Hitchman, M. D., hereby certify that I am a resident of Carroll County, State of Maryland; that I am a physician duly licensed to practice medicine in the State of Maryland, that I am a neuropsychiatrist and employed by the Springfield State Hospital; that I know Ella Gassaway, who has been a patient in this hospital since Feb. 28, 1945; that I have examined the said Ella Gassaway on or about the 15th. day of September, 1959; I further certify that the patient is of unsound mind, incapable of the government of ~~him~~/herself and of the management of ~~his~~/her property due to a serious mental disorder, termed Mental deficiency with a history of psychotic episodes.

and that the disability is incapacitating and of indefinite duration. Because of the present mental and physical condition of the patient, it would be to ~~his~~/her best interest not to require ~~his~~/her attendance at the hearing of a petition for the appointment of a guardian.

Irene L. Hitchman, M.D.
AFFIANT

Subscribed and sworn to before me, a Notary Public, this 16th day of September 1959

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1959 SEP 16 PM 2:40

[illegible]
NOTARY PUBLIC

48

No. 981

Certifica of Ilse Kamm, a neurosych trist, with affidavit that Ella Gassaway is insane.

CERTIFICATE

LIBER 121 PAGE 157

I, Ilse Kamm, M. D., hereby certify that I am a resident of Carroll County, State of Maryland; that I am a physician duly licensed to practice medicine in the State of Maryland, that I am a neuropsychiatrist and employed by the Springfield State Hospital; that I know Ella Gassaway, who has been a patient in this hospital since Feb. 28, 1945; that I have examined the said Ella Gassaway on or about the 15th. day of September, 1959; I further certify that the patient is of unsound mind, incapable of the government of ~~him~~/herself and of the management of ~~his~~/her property due to a serious mental disorder, termed Mental deficiency with a history of psychotic episodes

and that the disability is incapacitating and of indefinite duration. Because of the present mental and physical condition of the patient, it would be to ~~his~~/her best interest not to require ~~his~~/her attendance at the hearing of a petition for the appointment of a guardian.

Ilse Kamm M.D.
AFFIANT

Subscribed and sworn to before me, a Notary Public, this 14th day of September 1959.

FILED [illegible]
NOTARY PUBLIC

1959 SEP 16 PM 2:45

49

No. 981

46

LIBER 121 PAGE 158

Excelsior Realty Company, Inc., a body corporate, et al.	:	No. 13,276 Equity
	:	In the
	:	Circuit Court
vs.	:	for
Ella Gassaway	:	Anne Arundel County
	:	

: : : : : : : : :

D E C R E E

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that a contract has been made for the sale of the land in this proceedings mentioned which is held by Abe Van Meter, Jr., and Betty A. Van Meter, his wife, and Ella Gassaway, as tenants in common, which estate cannot be divided in kind without material loss or injury to the parties interested, which said contract, after the examination of all the circumstances, the Court thinks best for the interest and advantage of Ella Gassaway, a non compos mentis, and of the other persons, Abe Van Meter, Jr., and Betty A. Van Meter, his wife, that the same should be ratified and confirmed

It is thereupon this 16th day of ~~August~~ September, in the year 1959, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the contract of sale dated June 10th, 1959, between Abraham Van Meter and Betty A. Van Meter, his wife, and Ella Gassaway, widow, incompetent, by George B. Woelfel, Jr., her prochein ami, parties of the first part, and the Excelsior Realty Company, Inc., a body corporate of the State of Maryland, party of the second part, be, and the same is hereby, finally ratified and confirmed and that George B. Woelfel, Sr., be, and he is hereby, appointed trustee to grant and convey unto the Excelsior Realty Company, Inc., a body corporate of the State of Maryland, all of the right, title, interest and estate of the said Abe Van Meter, Jr., and Betty A. Van Meter, his wife, and Ella Gassaway, a widow, incompetent, and of those claiming by, from or under them or either of them, in and to all

1959 SEP 17 AM 10:19

50

that parcel of land lying, being and situate in the Third Election District of Anne Arundel County, State of Maryland, comprising 14.5 acres, more or less, and being the same property described in a deed from Mary Van Meter, widow, et al, to Abe Van Meter, Jr., and Betty A. Van Meter, his wife, dated the 30th day of November, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 889, folio 74, but before the said George B. Woelfel,Sr., shall proceed to act as such trustee he shall first file a bond to the State of Maryland in the penal sum of $55,000.00 with a surety or sureties to be approved by this Court or the Clerk thereof, 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 this cause, he shall then proceed to collect the balance of $49,600.00 and upon the receipt of the said amount, and not before, he shall proceed to execute a good and sufficient deed conveying to the said Excelsior Realty Company, Inc., a body corporate of the State of Maryland, all of the right, title, interest and estate of the said Abe Van Meter, Jr., and Betty A. Van Meter, his wife, and Ella Gassaway, a widow, incompetent, and those claiming by, from or under them or either of them to the realty heretofore mentioned and as soon as may be convenient thereafter 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 the trust.

Judge

G 32050

LIBER 10 PAGE 88

LIBER 121 PAGE 160

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,276 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel 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 Fifty-five thousand Dollars ($55,000.00) - - - - - - - - -, current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 22nd day of September , 19 59.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Excelsior Realty Co.,Inc., et al vs. Ella Gassaway dated September 16, 1959 , George B. Woelfel was appointed Trustee to make sale of the property described in said proceedings, and the said George B. Woelfel 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:

George B. Woelfel (SEAL)
George B. Woelfel, PRINCIPAL

Kathleen L. Woelfel
Kathleen L. Woelfel, as to both

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond filed and approved
This 23rd day September 1959
George T. Cromwell, Clerk

FILED
1959 SEPT. 23
A.M. 10:00

52

LIBER 121 PAGE 161

In the Case of

Excelsior Realty Co., Inc.,
a body corporate, et al
vs.
Ella Gassaway

In the

Circuit Court

For

Anne Arundel County

No. 13,276 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.

October 10, 1959

Laura K. Ficklen
Auditor

FILED
1959 OCT 16 AM 11:03

53

Dr. Excelsior Realty Company, Inc., et al vs. Ella Gassaway in ac.

To Trustee for Commissions, viz:	1,326	00	1,326	00
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	86	25		
Sheriff of Carroll County - costs	1	00		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	19	00		
E. Florestano - guardian ad litem's fee	4	00		
Auditor - stating this account	36	00	176	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	220	00		
Hammond E. Bosse - appraisal and testimony	49	00		
Samuel E. Schenker - appraisal and testimony	35	00		
Glenco Realty Co. - broker's commission	2,600	00		
Dr. Irene L. Hitchman - certificate of incompetency	10	00		
Dr. Ilse Kamm - certificate of incompetency	10	00		
Arthur A. Anderson - fee for professional services (Order 10/5/59)	150	00		
Clerk of Court - certified copies of deeds	4	50		
One-half Federal documentary stamps	30	25		
One-half State documentary stamps	60	50		
Baltimore City Health Dept. - death certificate of Edward Gassaway	1	00		
Mary M. Hoff - notary fee		50	3,182	75
BALANCE FOR DISTRIBUTION - $49,931.29				
Distributed as follows:				
(1) To Abe Van Meter, Jr., and Betty A. Van Meter, his wife - nineteen-twenty-firsts	45,175	93		
(2) To Ella Gassasay - two-twenty-firsts, subject to further order of Court	4,755	36	49,931	29
			54,616	29

with George B. Woelfel, Trustee Cr.

1959				
Sept.	24	Proceeds of Sale (Contract dated 6/10/59)	54,600 00	54,600 00
		Refund 1959 State and County taxes- 3 months 6 days	16 29	16 29
				54,616 29

ORDER NISI LIBER 121 PAGE 164

Excelsior Realty Company, Inc.,
a body corporate, et al

VERSUS

Ella Gassaway

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,276 Equity.

1959 OCT 16 AM 11:03

ORDERED, This 16th day of October, 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 18th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of November next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th 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.

1959 NOV 19 PM 2:09

D Bowie Duckett

56

OFI E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 165

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,276 Equity

EXCELSIOR REALTY COMPANY, INC., a body corporate, et al

vs.

ELLA GASSAWAY

Ordered, this 16th day of October, 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 18th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of November next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,276 Auditor Account Ella Gassaway was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of November, 1959. The first insertion being made the 17th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 11782 1959 NOV -7 [illegible]

By H. Tilghman

57

LIBER 121 PAGE 166

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION	:	(In Equity)

No. 12,982

Mr. Clerk:

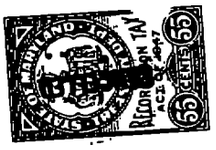
Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from the said Old Orems Building and Development Corporation to Baltimore Federal Savings and Loan Association, dated August 30th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1147 folio 422.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 DEC -2 AM 9:13



LIBER 121 PAGE 167

LIBER 1147 PAGE 422

No. 12, 982

This Mortgage,

Made this 30th day of August, in the year one thousand, nine hundred and fifty-seven, between Old Orems Building and Development Corporation, 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 TWO HUNDRED THIRTEEN THOUSAND SIX HUNDRED EIGHTY-TWO AND 00/100ths $213,640.00 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 two (2) days to be paid on March 1, 1958 and thereafter at the rate of 4½% per annum in the manner following:

By the payment of ONE THOUSAND SIX HUNDRED THIRTY-FOUR AND 35/100ths Dollars, commencing on the first day of March, 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:

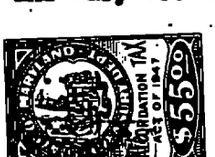
BEING known and designated as Lots Nos. 9, 10, 11, 26, 27, 29, 28, and 30 Block A on the Plat entitled "Blossom Hills Section 1 Amended and Section 2" dated May, 1955 and recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 37.

BEING known and designated as Lots Nos. 101, 102, 103, 104, 105, 106, Block A; Lots 101, 102, 108, 109, 110 Block B all as shown on a Plat entitled "Blossom Hills Section 1 Second Amendment" dated April, 1957 and recorded on May 2, 1957 among the Plat Records of Anne Arundel County in Plat Book 29, folio 34.

BEING part of the property which by Deed dated November 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1083, folio 230 was granted and conveyed by The Wilco Holding Company unto the within named Mortgagor.

BEING known and designated as Lot 102, Block C as shown on a plat entitled "Blossom Hills, Section 1 Second Amendment" by James D. Hicks and Associates, Registered Surveyors, dated April 1957, and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 34.

BEING part of the property which by Deed dated August 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1054, folio 187 was granted and conveyed by Wallace D. Ketcham and Mary Joe Ketcham, his wife unto the within named Mortgagor.



1958 DEC -2 AM 9:13

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.....$4000.00..... 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 [illegible]

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

WITNESS:

Charles E. Williams

Charles E. Williams,

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION

Benjamin E. Masters, President

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LIBER 121 PAGE 170

LIBER 1147 PAGE 425

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

On this 30th day of August, 1957, before me, a Notary Public of said State, personally appeared Benjamin E. Masters,

President of Old Orems Building and Development Corporation

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.

Charles E. Williams, Notary Public

Rec'd for record Aug. 30, 1957 at 2:32 P.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

OLD OREMS BUILDING AND
DEVELOPMENT CORPORATION

PLAINTIFF'S EXHIBIT "A"

Application No. 45425
Written by DJG
Approved by _____ Examiner
Ready for Record _____

WALTER S. CALWELL, LIBER 121 PAGE 171

IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY - No. 12,982

OLD OREMS BUILDING AND DEVELOPMENT

CORPORATION

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Old Orems Building and Development Corporation

to Baltimore Federal Savings and Loan Association

dated the 30th day of August 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1147 Folio 422 .

Amount of Mortgage		$213,640.00
Less - amount paid on principal		42,728.00
		170,912.00
Plus - interest to 1/7/1959		9,210.31
		180,122.31
Plus - payment of fire insurance premium & taxes		775.86
		180,898.17
Less - credit from Trustee account		596.41
		180,301.76

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 30th day of December in the year nineteen hundred and fifty-eight before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

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

AS WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link Notary Public

1959 JAN -7 AM 9:10

6

[redacted] Attorney's Bond. LIBER 121 PAGE 172 1-369

LIBER 9 PAGE 498

Bond #279880

Circuit Court #12982

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we 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 ONE HUNDRED & EIGHTY THOUSAND, FOUR HUNDRED AND 00/100 ($180,400.00) 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 30th - - - - - - - - - - - - - - - - - - day of December - - - - - - in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Old Orems Building and Development Corporation to the Baltimore Federal Savings and Loan Association bearing date the 30th day of August nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1147, Folio 422, and

16 lots Blossom Hills - Anne Arundel Co Md.

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Lirik
As to Surety:

M. S. Kraus
M.S. Kraus

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

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Bond filed and approved this 7th day of January 1959
George T. Cromwell Clerk

FILED
1959 JAN -7 AM 9:10

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Buildin
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from the Old Orems Building and Development Corporation to Baltimore Federal Savings and Loan Association, dated August 30th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1147 folio 422 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., January 7, 1959

commencing at 2:30 P. M., and continuing thereafter until all have been offered for sale

all those sixteen fee simple lots of ground and improvements, situate and lying in the Third Election District of Anne Arundel County, in Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore and described as follows:

Being known and designated as Lots Nos. 9, 10, 11, 26, 27, 28, 29 and 30, Block A, on the Plat entitled "Blossom Hills Section 1 Amended and Section 2" dated May 1955 and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37—located on the north side at the east end and on the circle of Alberta Avenue; and

Lots Nos. 101, 102, 104, Block A, 101, 102, 109 and 110, Block B and 102 Block C, all as shown on a Plat entitled "Blossom Hills Section 1 Second Amendment" dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34 — located on the north and south sides of Alberta Avenue and southeast side of Maryland Route 607 to Fort Smallwood.

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 convenants and / or Utility Agreements, of record, affecting the property.

The improvements on each of said lots consist of completed or partially completed ranch type, one story dwellings, containing, or planned and being constructed to contain, 5 rooms, 1 bath, forced air oil fired heat, each having a garage or car port.

TERMS OF SALE: The above properties will first be offered, and the bid reserved, separately, then offered as an 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 place of sale, if sold separately, and if sold as an entirety, a cash deposit of $4000.00 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.

D-31

LIBER 121 PAGE 173 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Attorney's Sale
Old Orems Bldg. & Development Corp.
Lots No. 9-10-11-26 etc

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JAN -7 By Bessie Cates

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in Mortgage from the Old Orems Building and Development Corporation to Baltimore Federal Savings and Loan Association, dated August 30th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1147 folio 422 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., January 7, 1959

commencing at 2:30 P. M., and continuing thereafter until all have been offered for sale

all those sixteen fee simple lots of ground and improvements, situate and lying in the Third Election District of Anne Arundel County, in Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore and described as follows:

Being known and designated as Lots Nos. 9, 10, 11, 26, 27, 28, 29 and 30, Block A, on the Plat entitled "Blossom Hills Section 1 Amended and Section 2" dated May 1955 and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 7—located on the north side at the east end and on the circle of Alberta Avenue; and

Lots Nos. 101, 102, 104, Block A, 101, 102, 109 and 110, Block B and 102 Block C, all as shown on Plat entitled "Blossom Hills Section 1 Second Amendment" dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34 — located on the north and south sides of Alberta Avenue and southeast side of Maryland Route 607 to Fort Smallwood.

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 convenants and / or Utility Agreements, of record, affecting the property.

The improvements on each of said lots consist of completed or partially completed ranch type, one story dwellings, containing, or planned and being constructed to contain, 5 rooms, 1 bath, forced air oil fired heat, each having a garage or car port.

TERMS OF SALE: The above properties will first be offered, and the bid reserved, separately, then offered as an 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 place of sale, if sold separately, and if sold as an entirety, a cash deposit of $4000.00 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,
Atorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer.

D-31

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT
LIBER 121 : PAGE 174
VS. : FOR
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION : ANNE ARUNDEL COUNTY
: In Equity - No. 12982

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 30th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1147 folio 422 from said Old Orems Building and Development Corporation 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 7th day of January, ~~ak~~ 1959 commencing at 2.30 P.M., attend on the premises and then and there sold the fee simple properties ~~property~~ situate, lying and being in Anne Arundel County

being known and designated as Lots Nos. 9, 10, 11, 26, 27, 28, 29 and 30, Block A, on the Plat of "Blossom Hills Section 1 Amended and Section 2" dated May 1955 and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37 and

Lots Nos. 101, 102, 104 Block A, 101, 102, 109 and 110 Block B and 102 Block C, all as shown on Plat entitled "Blossom Hills Section 1 Second Amendment" dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 JAN -9 PM 12:56

LIBER 121 PAGE 175

BY TERMS OF SALE, a cash deposit of ~~Three Hundred~~ Four Thousand ($4,000.00) ~~($300.00)~~ Dollars was required of the purchaser at the time and place of sale if sold as an entirety and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The properties were sold to Baltimore Federal Savings and Loan Association, as an entirety, in fee simple, at and for the sum of Ninety-two Thousand Three Hundred ($92,300.00) 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 8th day of November, 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

LIBER 121 PAGE 176

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

OLD OREMS BUILDING AND
DEVELOPMENT CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,982 Equity

Ordered, this 9th day of January, 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 16th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of February next.

The report states that the amount of sale was $92,300.00

FILED 1959 JAN 9 PM 12:56
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

OLD OREMS BUILDING AND
DEVELOPMENT CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of February, 1959, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 FEB 17 PM 3:45

//

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION	:	(In Equity) - No. 12,982

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 and "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of One Hundred eighty Thousand four Hundred ($180,400.00) Dollars with the New Amsterdam Casualty Company, as surety, did on January 7th, 1959 make sale of the certain properties described in said Mortgage, after due advertisement thereof.

2nd. That the properties were purchased by your Petitioner, as an entirety, for lack of a higher bid, for the sum of Ninety-two Thousand three Hundred ($92,300.00) Dollars, which figure was considerably below the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said properties 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 isnow running thereon.

4th. That your Petitioner feels in view of the sale price obtained for said mortgaged properties that 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 $180,400.00 to that of $92,300.00.

FILED

1959 JAN 16 PM 12:23

12

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____ Vice President

_____ Secretary

_____ Walter S. Calwell, Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of January, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City 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 BALTIMORE CITY

Clara M. Link

Clara M. Link - Notary Public

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UPON the aforegoing Petition and Affidavit, it is this 16th day of January, 1959 by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, ~~as~~ Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $180,400.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $92,300.00

Benjamin Michaelson
Judge

FILED

1959 JAN 17 AM 11:12

14

LIBER 121 PAGE 180 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,882 Equity

WALTER S. CALWELL, Attorney Named In Mortgage
Versus
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION

Ordered, this 9th day of January 1959, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Caldwell Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or befor the 16th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three sucessive weeks before the 16th day of February next.

The report states that amount The report states that the amount of sale was $92.300.00.

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

F-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1959

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,982
Old Orems Building & Development Corp. $92,300.00

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 16th day of February, 1959. The first insertion being made the 15th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB By Virginia Tilghman

No. M. G. 11423

15

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Old Orems Building and
Development Corporation

In the

Circuit Court

For

Anne Arundel County

No. 12,982 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 30, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage in ac.

To Attorney for Fee, viz:	3,200	00		
To Attorney for Commissions, viz:	1,709	32	4,909	32
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account	13	50	55	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	30	00		
News-Post-American - advertising sale	22	00		
New Amsterdam Casualty Co. - bond premium	369	20		
E.T. Newell & Co.,Inc. - auctioneer's fee	170	00		
One-half Federal documentary stamps	50	88		
One-half State documentary stamps	101	75		
Clara M. Link - notary fees	1	25	828	84
To Attorney for Taxes, viz:				
1959 State and County taxes ($1,213.68)- 7 days	23	59	23	59
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	87,114	48	87,114	48
			92,931	98
Amount of mortgage claim filed	180,301	76		
Cr. Amount allowed above	87,114	48		
Balance subject to decree in personam	93,187	28		

17

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

1959				
Jan.	7	Proceeds of Sale	92,300 00	
		Interest on purchase price to 2/18/59	631 98	92,931 98
				92,931 98

ORDER NISI LIBER 121 PAGE 184

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Old Orems Building and

Development Corporation

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,982 Equity.

ORDERED, This 17th day of October, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of 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 23rd day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th 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 25 AM 9:41

O. Bowie Duckett

JUDGE

1959 OCT 27 AM 11:03

19

LIBER 121 PAGE 185 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,982 Equity
WALTER S. CALWELL,
Attorney Named in Mortgoge
vs.
Old Orems Building and Development Corporation

Ordered, this 17th day of October, 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 23rd 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 23rd day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,982
Auditor Account
Old Orems Building and
Development Corp

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of November, 1959. The first insertion being made the 22nd day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By: B. Tilghman

FILED

No. M. G. 11794 1959 NOV -6 P 9

20

LIBER 121 PAGE 186

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION	:	(In Equity)

No. 12,983 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 Old Orems Building and Development Corporation, dated January 4th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1091 folio 156.

Walter S. Calwell

Walter S. Calwell -
Attorney Named in Mortgage

FILED

1958 DEC -2 AM 9:13

SS 20237

City and County Form.

LIBER 1091 PAGE 156

LIBER 121 PAGE 187
No. 12,983 Equity

This Mortgage,

Made this 4th day of January, in the year one thousand, nine hundred and fifty-seven, between OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate, duly incorporated under the Laws of ~~the~~ 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 ONE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE ($188,765.00) 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 four (4%) per cent - ~~interest~~ for six months and 28 days to be paid on August 1, 1957, and thereafter at the rate of five (5%) percent per annum in the manner following:

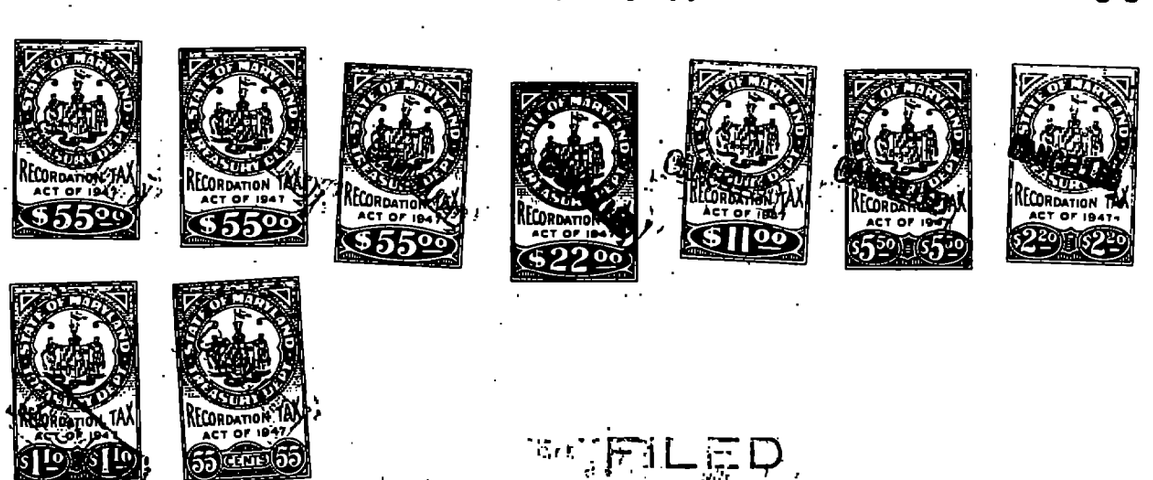
By the payment of FOURTEEN HUNDRED NINETY-TWO and 76/100 ($1492.76) Dollars, commencing on the first day of August, 19 57, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all those - 19 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, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 Block E and Lots 1, 2, Block F as laid down and shown on a Plat entitled, "Blossom Hills", Section 1 Amended and Section 2 dated May, 1955, as prepared by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, Folio 37.

BEING portions of the property which by Deed dated November 29, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083 folio 230 was granted and conveyed by The Wilco Holding Company, unto the within named Mortgagor.



FILED

1958 DEC -2 AM 9:13

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....$2,000.00.....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:

Charles E. Williams

CHARLES E. WILLIAMS

OLD ORCHARD BUILDING AND DEVELOPMENT CORPORATION (SEAL)

BY: Benjamin E. Masters President

(SEAL)

(SEAL)

LIBER 1121 PAGE 189

5

LIBER 121 PAGE 190

LIBER 1091 PAGE 159

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

On this 4th day of January, 19 57, before me, a Notary Public of said State, personally appeared Benjamin E. Masters, President of Old Orems Building and Development Corporation

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.

Charles E. Williams

CHARLES E. WILLIAMS Notary Public

Rec'd for record Jan 5 1957 at 11:42 AM

Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

OLD OREMS BUILDING AND
DEVELOPMENT CORPORATION

PETITIONER'S EXHIBIT "NO. 1"

Application No. 43129

Written by

Approved by Examiner

Ready for Record

LIBER 121 PAGE 191

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

OLD OREMS BUILDING AND DEVELOPMENT

CORPORATION

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY - No. 12,983

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Old Orems Building and Development Corporation

to Baltimore Federal Savings and Loan Association

dated the 4th day of January 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1091 Folio 156 .

Amount of Mortgage		$188,765.00
Less - amount paid on principal		178,830.00
		9,830.00
Plus - interest to 1/7/59		893.30
		10,828.30
Plus - taxes and fire insurance premium		110.84
		10,939.14

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 30th day of December in the year nineteen hundred and fifty-eight before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

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

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

FILED

1959 JAN -7 AM 9:11

Clara M. Link

Clara M. Link Notary Public

6

Attorney's Bond.

LIBER 9 PAGE 499

1-369

Bond # 279879

LIBER 121 PAGE 192

227 ST. PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

Circuit Court #12983

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

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

as Principal

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

ELEVEN THOUSAND AND 00/100 ($11,000.00) - - - - - - - - - - - - - - - - - - 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 30th - - - - - - - - - - - - - - -

day of December in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Old Orems Building and Development Corporation to the Baltimore Federal Savings and Loan Association

bearing date the 4th day of January nineteen hundred and fifty-seven

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1091, Folio 156, and

Lot 1 Block "B" Blossom Hills
Anne Arundel Co. Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden

Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

As to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. M. Nichols-Attorney-In-Fact

Bond filed and approved
this 7th day of January 1959

George T. Cromwell, Clerk

FILED

1959 JAN -7 AM 9:11

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority cointained in a Mortgage from the Old Orems Building and Development Corporation to Baltimore Federal Savings and Loan Association, dated January 4th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1091 follo 156 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., January 7, 1959
at 2 P. M.

all that fee simple lot of ground and improvements situate and lying in the Third Election District of Anne Arundel County, in Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 1, Block E, as laid down and shown on a Plat entitled "Blossom Hills", Section 1 Amended and Section 2", dated May, 1955, as prepared by James D. Hicks and Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 follo 37—located on the easternmost side at the north end of Park Avenue opposite Logan Court.

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 convenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a completed ranch type, one story dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, with garage.

8 TERMS OF SALE: A cash deposit of $300.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments to be adjusted to date of sale.

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

D-31

LIBER 121 PAGE 193 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Attorney's Sale
Old Orems Bldg & Development Corp
Lot No. 1

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JAN -7 PM 9:48
By Rosie Tate

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION	:	In Equity - No. 12,983

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 4th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1091 folio 156 from said Old Orems Building and Development Corporation to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and aporoved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne 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 7th day ofJanuary, ~~xk~~ 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 Lot No. 1, Block E, as laid down and shown on a Plat entitled "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955 as prepared by James D. Hicks and Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority cointained in a Mortgage from the Old Orems Building and Development Corporation to Baltimore Federal Savings and Loan Association, dated January 4th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1091 folio 156 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., January 7, 1959 at 2 P. M.

all that fee simple lot of ground and improvements situate and lying in the Third Election District of Anne Arundel County, in Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 1, Block E, as laid down and shown on a Plat entitled "Blossom Hills", Section 1 Amended and Section 2", dated May, 1955, as prepared by James D. Hicks and Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 7—located on the easternmost side at the north end of Park Avenue opposite Logan Court.

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 convenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a completed ranch type, one story dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, with garage.

TERMS OF SALE: A cash deposit of $300.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments to be adjusted to date of sale.

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

D-31

FILED
1959 JAN -9 PM 12:56

9

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Seven Thousand ($7,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th day of January, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

LIBER 121 PAGE 196

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,983 Equity

Ordered, this 9th day of January, 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 16th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of February next.

The report states that the amount of sale was $7,000.00

FILED 1959 JAN 9 PM 12:56

George F. Bramwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of February, 1959, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 FEB 17 PM 3:43

//

LIBER 121 PAGE 197

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION	:	(In Equity)- No. 12,983

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 Eleven Thousand ($11,000.00) Dollars, with the New Amsterdam Casualty Company, as surety, did on January 7th, 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 Seven Thousand ($7,000.00) 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 $11,000.00 to that of $7,000.00.

FILED

1959 JAN 16 PM 12:23

12

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Vice President

_____
Secretary

_____
Walter S. Calwell, Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 12th day of January, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

13

UPON the aforegoing Petition and Affidavit, it is this 16th day of January, 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 $11,000.00, and approved by this Court, be and the same ishereby decreased to appear in the penalty of $7,000.00.

Benjamin Michaelson
Judge

FILED

1959 JAN 17 AM 11:22

14

LIBER 121 PAGE 200 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO 12,983 Equity.

WALTER S. CALWELL, Attorney Named in Mortgage
Versus
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION

Ordered, this 9th day of January 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 16th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of February next.

The report states that the amount of sale was $7,000.00

GEORGE T. CROMWELL Clerk

True Copy. TEST:

GEORGE T. CROMWELL Clerk

F-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 12,983 Old Orems Building & Development Corp. $7,000.00

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 16th day of February, 1959. The first insertion being made the 15th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB 9 AM 10:15

By Virginia B. Tilghman

No. M.G. 16404

15

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
Old Orems Building and
Development Corporation

In the

Circuit Court

For

Anne Arundel County

No. 12,983 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 30, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Old Orems in ac.
Building and Development Corporation

To Attorney for Fee, viz:	105	26		
To Attorney for Commissions, viz:	240	44	345	70
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account	13	50	55	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	8	30		
News-Post- American - advertising sale	5	50		
New Amsterdam Casualty Co. -bond premium	28	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	10	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Clara M. Link - notary fees	1	25	137	12
To Attorney for Taxes, viz: 1959 State and County taxes ($161.71) - 7 Days	3	15	3	15
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,506	21	6,506	21
			7,047	93
Amount of mortgage claim filed	10,939	14		
Cr. Amount allowed above	6,506	21		
Balance subject to decree in personam	4,432	93		

17

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

1959				
Jan.	7	Proceeds of Sale	7,000 00	
		Interest on purchase price to 2/18/59	47 93	7,047 93
				7,047 93

LIBER 121 PAGE 204

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Old Orems Building and

Development Corporation

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,983 Equity.

1959 OCT 17 AM 11:12

ORDERED, This 17th day of October, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of 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 23rd day of November next.

George T Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th 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 25 AM 9:40

D. Brown Duckett

Judge

19

LIBER 121 PAGE 205 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,983 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
Old Orems Building and Development Corporation

Ordered, this 17th day of October, 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 23rd 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 23rd day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,983
Auditor account
Old Orems Building and
Development Corp

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of November, 1959. The first insertion being made the 22nd day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1959 NOV -6 AM 9:54

No. M. G. 11783

20

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION	:	(In Equity)

No. 12,984 Equity

Mr. Clerk:

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

1. Original Mortgage from Old Orems Building and Development Corporation to Baltimore Federal Savings and Loan Association, dated June 20th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1129 folio 82.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 DEC -2 AM 9:14

City and County Form.

LIBER 1129 PAGE 82 No. 12,984 Equity

LIBER 121 PAGE 207

This Mortgage,

Made this 20th day of June, in the year one thousand, nine hundred and fifty-seven, between Old Orems Building and Development Corporation, 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 TWO HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED and 00/100 ($224,700.00) 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 11 days to be paid on January 1, 1958 and thereafter at the rate of 5 1/2% per annum in the manner following:

By the payment of One thousand eight hundred sixty-three and 03/100 ($1836.03) Dollars, commencing on the first day of January, 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 21 lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 Block A as shown on the Plat of Blossom Hills Section 1 Amended and Section 2 dated May 1955 and recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 37.

BEING known and designated as Lot 107 Block A and Lots 103, 104, 105, 106, 107 Block B and Lots 101, 103, 104, 107 and 108 Block C all as shown on the plat entitled "Blossom Hills Section 1 Second Amendment" dated April 1957 and recorded on May 2, 1957 (File 1470) among the Plat Records of Anne Arundel County.

For title to Lots 101, 103, 104, 107 and 108 Block C see Deed dated August 14, 1956 and recorded among the Land Records of Anne Arundel County in GTC 1054 folio 187 from Wallace D. Ketchum and Mary Jo Ketchum, his wife to the within named Mortgagor.

For title to the remaining lots see Deed dated November 29, 1956 and recorded among the Land Records of Anne Arundel County in GTC 1083 folio 230 from The Wilco Holding Company to the within named Mortgagor.

FILED

1958 DEC -2 AM 9:14

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.

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 $4,000.00 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:

Charles E. Williams

CHARLES E. WILLIAMS

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION (SEAL)

By [signature] (SEAL)

President

(SEAL)

(SEAL)

Building & Development Corporation INCORPORATED 1956 MARYLAND

4

LIBER 121 PAGE 210

LIBER 1129 PAGE 85

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 20th day of June, 19 57, before me, a Notary Public of said State, personally appeared President of Old Orems Building and Development Corporation

known to me, (or satisfactorily proven) to be the person(x) whose name(x) 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.

Charles E. Williams

CHARLES E. WILLIAMS Notary Public

Rec'd for record June 21 1957 at 9:07 A.M.

Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

OLD OREMS BUILDING AND
DEVELOPMENT CORPORATION

PLAINTIFF'S EXHIBIT "A"

Application No. 4823

Written by ep

Approved by

Examiner

Ready for Record

WALTER S. CALWELL, LIBER 121 PAGE 211

Attorney Named in Mortgage

VS.

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY - No. 12984

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Old Orems Building and Development Corporation**

to **Baltimore Federal Savings and Loan Association**

dated the **20th** day of **June** 19 57 and recorded among the Land Records of **Anne Arundel County** in Liber **G.T.C.** No. **1129** Folio 82 .

Amount of Mortgage	$224.700.00
Less - amount paid on principal	203,300.00
	21,400.00
Plus - interest to 1/7/59	1,324.40
	22,724.40
Plus - payment 1958 taxes	28.40
	22,752.80

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **30th** day of **December** in the year nineteen hundred and **fifty-eight** before me, the subscriber **a Notary Public of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

AS WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

FILED

1959 JAN -7 AM 9:11

Clara M. Link

Notary Public

Clara M. Link

6

Mortgage and Attorney's Bond. LIBER 121 PAGE 212 I-369

LIBER 9 PAGE 500
Bond 279878

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

Circuit Court #12984

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

TWENTY-TWO THOUSAND, EIGHT HUNDRED AND 00/100 ($22,800.00) - - - - - - - - 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 30th - - - - - - - - - - - - -

day of December in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Old Orems Building and Development Corporation to the Baltimore Federal Savings and Loan Association

bearing date the 20th day of June nineteen hundred and fifty-seven

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1129, Folio 82, and

Lots 12 and 13 Blossom Hills -Block "A"
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. Funk

As to Surety:

M.S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Bond filed and approved
this 7th day of January 1959
George T. Cromwell, Clerk

FILED
1959 JAN -7 AM 9:11

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from the Old Orems Building and Development Corporation to Baltimore Federal Savings and Loan Association, dated June 20th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1129 folio 82 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., January 7, 1959 at 2:10 and 2:15 P. M.,

respectively

all those two fee simple lots of ground and improvements, situate and lying in the Third Election District of Anne Arundel County, in Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lots Nos. 12 and 13, Block A, as shown on the Plat of "Blossom Hills Section 1 Amended and Section 2", dated May, 1955, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, located on the circle of Logan Court.

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 in anywise appertaining.

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

The improvements on each of said lots consist of partially completed one story, ranch type dwellings, containing, or planned and being constructed to contain, 5 rooms, 1 bath, forced air oil fired heat, each with garage or car port.

8 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 $600.00 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.

D-31

LIBER 121 PAGE 213 OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Attorney's Sale

Old Orems Bldg. & Development Corp.

Folio No. 12 & 13

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Cates

FILED
1959 JAN -7 AM 9

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from the Old Orems Building and Development Corporation to Baltimore Federal Savings and Loan Association, dated June 20th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1129 folio 82 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., January 7, 1959 at 2:10 and 2:15 P. M.,

respectively

all those two fee simple lots of ground and improvements, situate and lying in the Third Election District of Anne Arundel County, in Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lots Nos. 12 and 13, Block A, as shown on the Plat of "Blossom Hills Section 1 Amended and Section 2", dated May, 1955, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, located on the circle of Logan Court.

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 in anywise appertaining.

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

The improvements on each of said lots consist of partially completed one story, ranch type dwellings, containing, or planned and being constructed to contain, 5 rooms, 1 bath, forced air oil fired heat, each with garage or car port.

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 $600.00 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.

D-31

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION	:	IN EQUITY - No. 12984

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 20th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1129 folio 82 from said Old Orems Building and Development Corporation 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 7th day of January, ~~ak~~ 1959 at 2.10 and 2.15 respectively attend on the premises and then and there sold the fee simple properties ~~property~~ situate, lying and being in Anne Arundel County being known and designated as Lots Nos. 12 and 13, Block A, as shown on the Plat of "Blossom Hills Section 1 Amended and Section 2", dated May 1955, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 JAN -9 PM 12:56

9

BY TERMS OF SALE, a cash deposit of ~~Six~~ Six Hundred ($600.00) ~~($600.00)~~ Dollars was required of the purchaser at the time and if sold as an entirety place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The properties were sold, as an entirety, to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Forty-two Hundred ($4200.00) 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 8th day of January, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CO.

Clara M. Link, Notary Public

LIBER 121 PAGE 216

ORDER NISI

WALTER S. CALWELL, Attorney named in Mortgage

versus

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,984 Equity

Ordered, this 9th day of January, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of February next.

The report states that the amount of sale was $ 4,200.00

FILED 1959 JAN 9 PM 12:56

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 17th day of February, 1959, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE.

FILED

1959 FEB 17 PM 3:45

11

LIBER 121 PAGE 217

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION	:	(In Equity) - No. 12,984

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 Twenty-two Thousand eight Hundred ($22,800.00) Dollars with the New Amsterdam Casualty Company, as surety, did on January 7th, 1959 make sale of the certain properties described in said Mortgage, after due advertisement thereof.

2nd. That the properties were purchased by your Petitioner, for lack of a higher bid, for the sum of Forty-two Hundred ($4200.00) Dollars, as an entirety, which figure was considerably below the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said properties 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 that 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 $22,800.00 to that of $4200.00.

FILED

1959 JAN 16 PM 12:23

12

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Vice President

_____
Secretary

_____
Walter S. Calwell, Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of January, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

UPON the aforegoing Petition and Affidavit, it is this 16th day of January, 1959 by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings, by Walter S. Calwell, as Attorney Named in Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $22,800.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $4200.00.

_____
Judge

FILED
1959 JAN 17 AM 11:22

4

LIBER 121 PAGE 219

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,984 Equity

WALTER S. CALWELL, Attorney Named In Mortgage
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION

Ordered, this 9th day of January 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 16th day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three sucessive weeks before the 16th day of February next.

The report states that amount of sale was $4,200.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
F-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1959

We hereby certify, that the annexed Order Nisi Sale Eq 12,984 Old Orems Building & Development Corp. $4,200.00

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 16th day of February, 1959. The first insertion being made the 15th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB 4 AM 10 56

By [signature]

No. M. G. 16402

15

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

Old Orems Building and
Development Corporation

In the

Circuit Court

For

Anne Arundel County

No. 12,984 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. Jenkins
Auditor.

September 30, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Old Orems in ac.
Building and Development Corporation

To Attorney for Fee, viz:	380	96		
To Attorney for Commissions, viz:	156	86	537	82
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account	13	50	55	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	55	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	9	00		
News-Post-American - advertising sale	8	00		
New Amsterdam Casualty Co. -bond premium	16	80		
E.T. Newell & Co.,Inc. -auctioneer's fee	20	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	4	95		
Clara M. Link - notary fees	1	25	137	48
To Attorney for Taxes, viz: 1959 State and County taxes ($13.72) - 7 days		28		28
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	3,497	43	3,497	43
			4,228	76
Amount of mortgage claim filed	22,752	80		
Cr. Amount allowed above	3,497	43		
Balance subject to decree in personam	19,255	37		

17

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

1959				
Jan.	7	Proceeds of Sale	4,200 00	
		Interest on purchase price to 2/18/59	28 76	4,228 76
				4,228 76

ORDER NISI LIBER 121 PAGE 223

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Old Orems Building and
Development Corporation

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,984 Equity.

1959 OCT 17 AM 11:33

ORDERED, This 17th day of October, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of 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 23rd day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th 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.

1959 NOV 25 AM 9:40

D. Bowie Duckett
JUDGE

19

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. 12,984 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
Old Orems Building and Development Corporation.

Ordered, this 17th day of October, 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 23rd 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 23rd day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,984 Auditor Account Old Orems Building and Development Corp.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of November, 1959. The first insertion being made the 22nd day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 NOV -6 AM 8:51

By H. Tilghman

No. M.G. 11795

20

LIBER 121 PAGE 225

LOUIS M. STRAUSS 124 SOUTH STREET ANNAPOLIS, MARYLAND	:	IN THE
AND	:	CIRCUIT COURT
THOMAS E. CHANCE 409 GOVERNOR RITCHIE HWY. GLEN BURNIE, MARYLAND	:	FOR
COMPLAINANTS	:	ANNE ARUNDEL COUNTY
VS:	:	EQUITY NO. 12834
RUSSELL CRIDER, and GEORGIA CRIDER, his wife	:	
ARNOLD P.O.; MARYLAND	:	
AND	:	
any and all persons having or claiming to have any interest in those two contiguous parcels of land comprising approximately forty- acres of land, more or less, the first contianing six acres and the second parcel contianing thirty-four acres more or less; both of said parcels being near Arnold, Maryland and near Shoreacres, Maryland, all as more particularly described as hereinafter set forth.	:	
RESPONDENTS	:	

FILED
1958 SEP -2 PM 3:11

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

To the Honorable, the Judges of Said Court:

The Complainants respectfully represents:

I. That the Complainants, Louis M. Strauss and Thomas E. Chance, became vested of title as tenants in common to two contiguous parcels of land,

comprising approximately forty acres, more or less, as hereinafter described, by virtue of a deed dated August ~~July~~ 6, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1227, folio 66, from Robert Lee Baker, widower and Dorothy E. Chance and Edward G. Chance, her husband, which deed is attached hereto and marked "Complainants Exhibit No.I", and prayed to be read as a part hereof.

2. That the property is described as follows:

BEGINNING for the first lot thereof at a point on the west side of Fork Creek Road at the intersection of said Road with the Arnold-to- Shoreacres Road following the outline of the original tract North 82½ degrees west 732½ feet north 39 degrees west 2161½ feet north 46 degrees east 165 feet north 10 degrees east 66 feet; thence south 80 degrees east 300 feet; thence south 22¼ degrees west 400 feet; thence south 39-3/4 degrees east 1720 feet; thence south 82½ degrees east 640 feet; thence running in a southeasterly direction 140 feet with the line of Fork Creek Road to the point of beginning, containing about six acres of land, more or less.

AND beginning for the second lot thereof at a point 732½ feet north 82½ degrees west from the intersection of Fork Creek Road and the Arnold-to-Shoreacres Road; thence north 39 degrees west 2161½ feet; thence south 36 degrees 59 minutes west 1362½ feet; thence south 21 degrees 21 minutes east 148½ feet; thence south 81 degrees 20 minutes east 2062¼ feet to the point of beginning containing 34 acres of land more or less.

BEING the same property which was granted and conveyed unto Robert Lee Baker and Estella G. Baker, his wife, by Thomas W. Davis, County Treasurer, et al, by deed dated October 19, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.344, folio 18. The said Estella G. Baker having since departed this life on or about 7th day of January, 1955.

BEING also the same property which by deed dated December 31, 1957 and recorded among the Land Reocrds of Anne Arundel County in Liber G.T.C. No.1177, folio 576, was conveyed by Russell Crider unto Dorothy E. Chance.

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

AND being also the same property which was conveyed unto the above named Complainants by Russell Lee Baker, widower, and Dorothy E Chance and Edward G. Chance, her husband, as set forth in paragraph I of this bill of complaint.

3. That on ~~April~~ August 15 1958, Joseph H. Griscom, Sr; Treasurer of Anne Arundel County issued Certificates of Tax Sale Nos 2803 and 2805 to County Commissioners of Anne Arundel County and that said certificates of Tax Sale were by proper assignment transferred to the Complainants herein and are attached hereto as "Complainants Exhibit No.2" and"Complainants Exhibit No.3", and prayed to be read as a part hereof.

4. That an examination of the Land Records, Tax Records, Equity Records, Assessment Records and Records in the office of the Orphans Court discloses that the title to the above described property was vested as follows on the dates the properties were sold for non-payment of taxes:-

As to 6 acres, more or less, near Shore Acres, near Arnold, Maryland.

Assessed to:	Discription on Assessment Records:
Russell Crider and Wife Arnold P.O.	6 Acres Nr. Shore Acres Nr. Arnold

As to 34 Acres, more or less,
Near Arnold

Assessed to:	Discription on Assessment Records:
Russell Crider and wife Arnold P.O. Md.	Near Arnold 34 Acres

5. That Russell Crider and Georgia Crider became vested of the above described two tracts of land by virtue of a conveyance from Louis Roth, unmarried, to Russell Crider and Georgia Crider, his wife, by deed dated March I, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No.25, folio 256.

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

6. That under Tax Sale procedding No.I745, recorded in Tax Sale Liber F.S.R. No. 1, folio 386, the above described six acres was sold by the Treasurer of Anne Arundel County on July 28, I932, for One Hundred and eighty-nine dollars ($I89.00), and that subsequently your Complainants became vested with title to said six acres of land as hereinabove stated in paragraph one of this Bill of Complaint.

7. That under Tax Sale proceeding No.3I2I, recorded in Tax Sale Liber F.A.M. No. 3, folio 66, the above described thirty-four acres was sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County on October I3, I936, for Forty-Three Dollars and four cents, ($43.04), and that subsequently your Complainants became vested with title to said thirty-four acres of land as hereinabove stated in paragraph one of this Bill of Complaint.

8. That the Plaintiffs attempted to acquire the interest of Russell Crider by a deed dated December 3I, I957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No.II77, folio 576, from Russell Crider to Dorothy E. Chance and that said interest was subsequently conveyed unto your Complainants as recited in paragraph one of this Bill of Complaint.

9. That the interest of Georgia Crider and Russell Crider, if any, is now the interest sought to be foreclosed.

I0. That the whereabouts of Georgia Crider are not known to your Complainants at this time.

II. That to redeem the above two tracts of land, it is necessary for the Respondents to pay the respective sums of money set forth in paragraphs 6 and 7 of this Bill of Complaint regarding the property therein referred to, with interest from date of sale to date of redemption, and all penalties acuring subsequent to the dates of sale and reimburse the Complainants for said amounts due under Article 8I of the Annotated Code of Maryland.

I2. That said properties have not been redeemed by any of the parties of interest although more than a year and a day from the date of sale has expired.

To the end therefor;

A. That the Complainants pray for process directed

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

to the above mentioned Respondent(s) at their last known address commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

B. That an Order of Publication be granted unto the Complainants directed to the Respondents and all parties in interest, commanding them to appear in this Court on some certain day to be named therein and answer this Bill of Complaint.

C. That the Complainants pray the Court to pass a final decree foreclosing all rights of redemption of the Respondent(s) in and to the property herein mentioned and authorizing the Treasurer of Anne Arundel County to execute a deed for said properties to the Complainants upom payment of any cost, etc.

D. That this Bill of Complaint be amended and that additional parties be made respondents hereto if the same becomes necessary or adviseable.

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

AND, as in duty bound, etc.

Louis M. Strauss

Thomas E. Chance

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

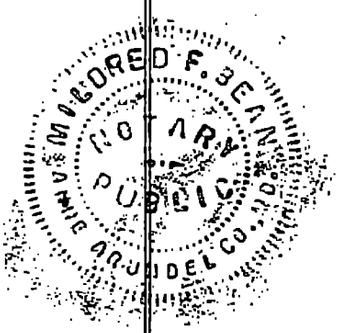
5

State of Maryland

Anne Arundel County, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared Louis M. Strauss and Thomas E. Chance and made oath in due form of law that the matters and facts set forth in the foregoing Bill are true to the best of their knowledge and belief.

WITNESS my hand and seal nororial this 26th day of August ~~July~~, 1958.



Mildred F. Bean

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

LIBER 1227 PAGE 66 LIBER 121 PAGE 231

NO STAMPS ACQUIRED - V.F.C.

No. 12,834 Equity

This Deed, made this 6th day of ~~April,~~ August 1958, by and between Robert Lee Baker, widower, Dorothy E. Chance and Edward G. Chance, her husband, parties of the first part; and Louis M. Strauss and Thomas E. Chance, parties of the second part.

WITNESSETH, that for and in consideration of the sum of ten dollars ($10.00) and other good and valuable considerations the parties of the first part do hereby grant and convey unto the parties of the second part, as tenants in common, their heirs and assigns, in fee simple, all those two lots or parcels of land located near Arnold in the Third Election District of Anne Arundel County, Maryland, which is described as follows:-

BEGINNING for the first lot thereof at a point on the west side of Fork Creek Road at the intersection of said Road with the Arnold-to- Shoreacres Road following the outline of the original tract north 82½ degrees west 732½ feet north 39 degrees west 216½ feet north 46 degrees east 165 feet north 10 degrees east 66 feet; thence south 80 degrees east 300 feetp thence south 22¼ degrees west 400 feet; thence south 39-3/4 degrees east 1720 feet; thence south 82½ degrees east 640 feet; thence running in a southeasterly direction 140 feet with the line of Fork Creek Road to the point of beginning, containing about six acres of land, more or less.

And beginning for the second lot thereof at a point 732½ feet north 82½ degrees west from the intersection of Fork Creek Road and the Arnold-to- Shoreacres Road; thence north 39 degrees west 216½ feet; thence south 36 degrees 59 minutes west 1362½ feet; thence south 21 degrees 21 minutes east 148½ feet; thence south 81 degrees 20 minutes east 2062¼ feet to the point of beginning containing 34 acres of land more or less.

BEING the same property which was granted and conveyed unto Robert Lee Baker and Estella G. Baker, his wife by Thomas W. Davis, County Treasurer, et al, by deed dated October 19, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.344, folio 18. The said Estella G. Baker having since departed this life on or about 7th day of January 1955.

FILED
1958 SEP -2 PM 3:11

Complainant's Exhibit No 1

LIBER 1227 PAGE 67

BEING also the same property which by deed dated December 31, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No.1177, folio 576, was conveyed by Russell Crider unto Dorothy E. Chance.

TOGETHER with the buildings and improvements thereon, and all of the rights and appurtenances thereto belonging or in anywise appertaining; and particularly, the right of way to the waters of Fork Creek, a tributary of the Magothy River, over the lands owned by Bennett, and reserved for the benefit of the owner or owners of the land above described, their heirs and assigns, as set forth in a deed from Neilson Poe, Trustee, to Landy Linstead, bearing dated of June 28, 1850, and recorded among the Land Records aforesaid in Liber J.H.N. No.6, folio 106.

To Have and To Hold the above described property unto and to the proper use and benefit of the parties of the second part, as tenants in common, their heirs and assigns in fee simple.

Witness the hands and seals of the above named Grantors.

Witness:

Mildred F. Bean
Mildred F. Bean - as to all three

Robert Lee Baker (SEAL)
Robert Lee Baker

Dorothy E. Chance (SEAL)
Dorothy E. Chance

Edward G. Chance (SEAL)
Edward G. Chance

8

LIBER 121 PAGE 233

LIBER 1227 PAGE 68

Anne Arundel County
State of Maryland, to wit:

I hereby certify that on this 16th day of ~~April~~ August, 1958, before me, the subscriber, a Notary Public, in and for the County aforesaid, personally appeared Robert Lee Baker, widower, party of the first part, and he acknowledged the foregoing deed to be their act and deed.

Mildred F. Bean
Mildred F. Bean - Notary Public

Anne Arundel County
State of Maryland, to wit:

I hereby certify that on this 16th day of ~~April~~ August, 1958, before me, the subscriber, a Notary Public, in and for the County aforesaid, personally appeared Dorothy E. Chance and Edward G. Chance, her husband, and they acknowledged the foregoing deed to be their act and deed.

Mildred F. Bean
Mildred F. Bean - Notary Public

Rec'd for record Aug. 15, 1958 at 11:07 ~~A~~ M. 5.75
Mailed to Louis M. Strauss

9

Duplicate

LIBER 121 PAGE 234 No. 12,834 Equity

Nº 2803 CERTIFICATE OF TAX SALE

I, Joseph H. Prescom Sr. successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 28th 1932, I sold to A. A. Co. Comm., at public auction for the sum of 159.00 Dollars and _____ Cents, of which 159.00 Dollars has been paid as a deposit on the property in District 3 described as all that lot or parcel of ground and improvements lying in the 3rd election district of Anne Arundel County, containing 6 acres of land, more or less, which was conveyed to Russell Crider and Georgia Crider his wife, by Louis Rose, unmarried by deed dated the 1st day of March 1928, and recorded among the Land Records for said County in Liber F.S.R. #25 - Folio 256

and assessed to Russell Crider and wife for the year 1929 - 29 and 1930

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 29, 1933, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 15th day of August 1958

Joseph H. Prescom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 15 day of ~~October~~ August, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Prescom Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian C. Carter
Notary Public.

My Commission Expires May 4, 1959

FILED

Complainants Exhibit 1958 SEP. -2 PM 3:11

10

For value received the County Commissioners of Anne Arundel County hereby assign the within Certificate of Tax Sale unto LOUIS M. STRAUSS and THOMAS E. CHANCE.

Ralph L. Lowman

Ralph L. Lowman,
President

WITNESS the hand of Ralph L. Lowman, President of the County Commissioners of Anne Arundel County and its corporate seal affixed and attested by its Clerk this 26th day of August, 1958.

Lucy F. Loskosky

Lucy F. Loskosky, Clerk

Approved 8/26/58
Mary J. Anderson
Comd

LIBER 121 PAGE 236 Duplicate No. 12,834 Equity

Nº 2805 CERTIFICATE OF TAX SALE

I Joseph H. Priscom Successor to Joseph H. Pepper Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1936, I sold to A. A. Co. Comm. at public auction for the sum of 43.04 Dollars and _____ Cents, of which 43.04 Dollars has been paid as a deposit on the property in 3rd district described as 34 acres situated at Arnold A. A. Co.

and assessed to Russell Crider and wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1937, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 15th day of August 1958

Joseph H. Priscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 15 day of ~~October~~ August, 1958 before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Priscom Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian C. Carter
Notary Public.

My Commission Expires May 4, 1959

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1958 SEP -2 PM 3:12

Complainants Exhibit No. 3

11

For value received the County Commissioners of Anne Arundel County hereby assign the within Certificate of Tax Sale unto Louis M. Strauss and Thomas E. Chance.

Ralph L. Lowman

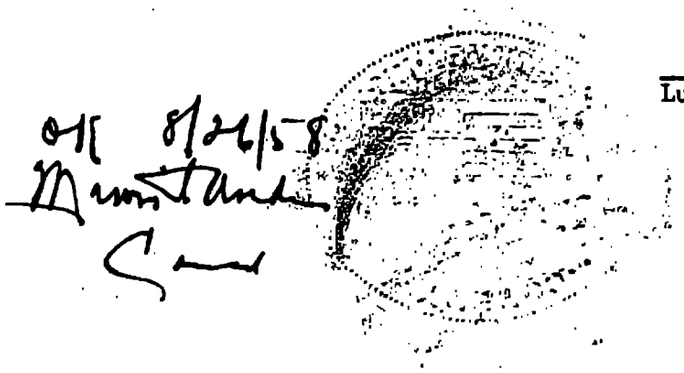
Ralph L. Lowman, President

WITNESS the hand of Ralph L. Lowman, President of the County Commissioners of Anne Arundel County and its corporate seal affixed and attested by its Clerk this 26th day of August, 1958.

Lucy F. Loskosky

Lucy F. Loskosky, Clerk

OK 8/26/58
Marvin Anderson
Comm



1

LIBER 121 PAGE 238

LOUIS M. STRAUSS 124 SOUTH STREET ANNAPOLIS, MARYLAND	:	IN THE
AND	:	CIRCUIT COURT
THOMAS E. CHANCE 409 GOVERNOR RITCHIE HWY. GLEN BURNIE, MARYLAND	:	FOR
COMPLAINANTS	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 12834
VS:	:	
RUSSELL CRIDER and GEORGIA CRIDER, his wife ARNOLD P.O. MARYLAND	:	
AND	:	
any and all persons having or claiming to have any interest in those two contiguous parcels of land comprising approximately forty acres of land, more or less, and the second parcel containing thirty-four acres, more or less, both of said parcels being near Arnold, Maryland and Shoreacres, Maryland.	:	
RESPONDENTS	:	

: :

ORDER OF PUBLICATION

: :

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Respondent(s) in and to the following described property.

BEGINNING for the first lot thereof at a point on the west side of Fork Creek Road at the intersection of said Road with the Arnold - to-

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THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

12

Shoreacres Road following the outline of the original tract north 82½ degrees west 732½ feet north 39 degrees west 2I6I½ feet north 46 degrees east I65 feet north I0 degrees east 66 feet; thence south 80 degrees east 300 feet; thence south 22¼ degrees west 400 feet; thence south 39-3/4 degrees east I720 feet; thence south 82½ degrees east 640 feet; thence running in a southeasterly direction I40 feet with the line of Fork Creek Road to the point of beginning, containing about six acres of land, more or less.

AND beginning for the second lot thereof at a point 732½ feet north 82½ degrees west from the intersection of Fork Creek Road and the Arnold-to-Shoreacres Road; thence north 39 degrees west 2I6I½ feet, thence south 36 degrees 59 minutes west I362½ feet; thence south 2I degrees 2I minutes east I48½ feet; thence south 8I degrees 20 minutes east 2062¼ feet to the point of beginning containing 34 acres of land more or less.

BEING the same property described in a deed dated March I, I928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No.25, folio 256, from Louis Roth, unmarried, to Georgia Crider et al.

BEING the same property which was sold for non payment of taxes under tax sale proceeding No.I745 (as to the six acre tract) and under tax sale proceeding No.3I2I as to the thirty-four acre tract.

The Bill of Complaint states, among other things, that the amounts necessary to redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 21 day of October I958, by the Circuit Court for Anne Arundel County, in Equity, Ordered, that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 29th day of December I958, and redeem the property and answer the Bill of Complaint or thereupon a final decree

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

L3

will be rendered foreclosing all rights of redemption in the property and vest in the Complainants a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell
Clerk of the Circuit Court of Anne Arundel County.

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

LIBER 121 PAGE 241 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Order Publication - Eq. No. 12834

Russell Crider

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 DEC -3 AM 11:59 Marie Tate

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Equity No. 12,834

LOUIS M. STRAUSS
124 South Street
Annapolis, Maryland
and
THOMAS E. CHANCE
409 Governor Ritchie Hwy.
Glen Burnie, Maryland

Complainants

VERSUS

RUSSELL CRIDER and
GEORGIA CRIDER, his wife
Arnold P.O., Maryland
and

Any and all persons having or claiming to have any interest in those two contiguous parcels of land comprising approximately forty acres of land, more or less, and the second parcel containing thirty-four acres, more or less, both of said parcels being near Arnold, Maryland and Shoreacres, Maryland.

Respondents

Order Of Publication

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Respondent (s) in and to the following described property.

BEGINNING for the first lot thereof at a point on the west side of Fork Creek Road at the intersection of said Road with the Arnold — to — Shoreacres Road following the outline of the original tract north 82½ degrees west 732½ feet north 39 degrees west 2161½ feet north 46 degrees east 165 feet north 10 degrees east 66 feet; thence south 80 degrees east 300 feet; thence south 22¼ dgees west 400 feet; thence south 39¾ degrees east 1720 feet; thence south 82½ degrees east 640 feet; thence running in a southeasterly direction 140 feet with the line of Fork Creek Road to the point of beginning, containing about six acres of land, more or less.

AND beginning for the second lot thereof at a point 732½ feet north 82½ degrees west from the intersection of Fork Creek Road and the Arnold- to- Shoreacres Road; thence north 39 degrees west 2161½ feet, thence south 36 degrees 59 minutes west 1362½ feet; thence south 21 degrees 21 minutes east 148½ feet; thence south 81 degrees 20 minutes east 2062¼ feet to the point of beginning containing 34 acres of land more or less.

BEING the same property described in a deed dated March 1, 1928 and recorded among the Land Records of Anne Arundel County in Liber. F.S.R. No. 25, follo 256, from Louis Roth, unmarried, to Georgia Crider et al.

BEING the same property which was sold for non payment of taxes under tax sale proceeding No. 1745 (as to the six acre tract) and under tax sale proceeding No. 3121 as to the thirty-four acre tract.

The Bill of Complaint states, among other things, that the amounts necessary to redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 21st day of October, 1958, by the Circuit Court for Anne Arundel County, in Equity, Ordered, that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 29th day of December, 1958, and redeem the property and answer the Bill of Complaint or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainants a title free and clear of all encumbrances.

GEORGE T. CROMWELL,
Clerk of the Circuit Court of
Anne Arundel County.

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

LIBER 121 PAGE 243

LOUIS M. STRAUSS	;	IN THE
and THOMAS E. CHANCE	:	
	:	CIRCUIT COURT
Complainants	:	
	:	FOR
VS:	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. I2,834
RUSSELL CRIDER	:	
AND GEORGIA CRIDER, his wife	:	
Respondents		

: :

PETITION FOR DECREE PRO CONFESSO

: :

The petition of Louis M. Strauss and Thomas E. Chance, Complainants respectfully states:

I. That on September 2, I958 a Bill of Complaint was filed seeking to foreclose the right of equity redemption of the Respondents in the property therein described containing approximately forty (40) acres in all.

2. That an Order of Publication was filed in said cause on September 9, I958 and that the same was published in The Maryland Gazette.

3. That because of an error in the publication of the Order of Publication, that an Order of Publication was, upon an Order of Court dated October 2I, I958 published again in The Maryland Gazette.

4. That the publication has been properly made as may be seen by the Certificate of Publication filed in this cause on December 3, I958.

5. That subpoenas were issued twice to the Respondents in this cuase and that both subpoenas were returned "non sunt".

6. That proper service as required having been made against the Respondents named in this cause the Complainants are entitled to a Decree Pro Confesso.

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

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Wherefore, these Complainants pray that this Bill of Complaint be taken pro confesso against the said Respondents.

Louis M. Strauss

Thomas E. Chance

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

LIBER 121 PAGE 245

LOUIS M. STRAUSS	:	
and THOMAS E. CHANCE	:	IN THE
	:	
Complainants	:	CIRCUIT COURT
	:	
VS:	:	FOR
	:	ANNE ARUNDEL COUNTY
RUSSELL CRIDER	:	EQUITY NO. I2,834
and GEORGIA CRIDER, his wife	:	
	:	
Respondents		

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

DECREE PRO CONFESSO

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

It appearing from the proceedings in this cause that two "non sunt" have been returned against the Respondents and that all of the Respondents were notified by Order of Publication and that the Order of Publication heretofore issued has been fully published in The Maryland Gazette, a newspaper published in Annapolis, State of Maryland, and all of the Respondents having failed to appear, either by person or by solicitors, and answer the Bill of Complaint filed against them.

It is therefore, this 23d day of January, I959, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the said Bill of Complaint be, and the same is hereby, taken as Decree Pro Confesso against said Respondents.

Benjamin Michaelson

Judge

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

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18

LOUIS M. STRAUSS AND THOMAS E. CHANCE	:	IN THE
	:	CIRCUIT COURT
Complainants	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RUSSELL CRIDER AND GEORGIA CRIDER, his wife.	:	
	:	Equity No. 12,834
Respondents	:	
	:	

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, of the Annotated Code of Maryland (1957 Edition), it is thereupon, this 2nd day of December, 1959, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

1. That all rights of redemption of the Respondents or anyone claiming by, through, from or under them, or any of them, in and to the properties described in these proceedings as having been sold by the Treasurer of Anne Arundel County for non-payment of taxes, be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said properties, free and clear of all alienations accruing prior to this Decree, as well as all encumbrances and all existing tax assessments to which the same are subject are hereby vested in the Complainants, Louis M. Strauss and Thomas E. Chance.

3. And it is further adjudged, ordered and decreed, that Edward M. Dunn, Jr., Treasurer of Anne Arundel County execute and deliver to the said Louis M. Strauss and Thomas E. Chance, as tenants in common, their heirs and assigns, a deed in fee simple, to said property upon payment of the purchase money due on

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account of the purchase price of the property, if any balance thereby, together with all taxes and other county or municipal liens and interest and penalties thereon, accruing subsequent to the date of sale.

4. That the Complainants shall pay the costs of these proceedings.

Benjamin Michaelson

Benjamin Michaelson Judge

20

HILARY C. ROWE :
99 Charles Street,
Annapolis, Maryland

Complainant :

vs

JULIA G. QUIRK, or her :
heirs and/or assigns,
if any,
1711 Ellamont Street,
Baltimore, Maryland. :

JOHN E. QUIRK
1416 W. Pratt Street,
Baltimore, Maryland. :

JAMES THOMAS QUIRK
1416 W. Pratt Street,
Baltimore, Maryland. :

MARGARET DUNN
1615 N. Caroline Street
Baltimore, Maryland. :

MARY G. FREEMAN
510 E 21st Street,
Baltimore, Maryland. :

SUSAN McLAUGHLIN,
1559 Abbottson Street,
Baltimore, Maryland :

and all persons having or
claiming to have an interest
in the property known as :
Lots Nos. 258, 259 and 260,
Round Bay on the Severn,
Anne Arundel County, Maryland. :

Respondents

LIBER 121 PAGE 248

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,288 EQUITY

.. ..

BILL OF COMPLAINT
TO FORECLOSE EQUITY
AND RIGHT OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

HILARY C. ROWE, Complainant in the above styled matter, by and through his Solicitor, Henry J. Tarantino, respectfully represents unto your Honors:

1. That by deed dated November 5, 1917, the Round Bay Beach Company did grant and convey lots nos. 258, 259 and 260, as shown on plat of Round Bay on the Severn as recorded in Plat Book G. W. No. 1, folio 39 and 45, to Margaret B. Quirk and Julia G. Quirk, as tenants by the entireties, and recorded among

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HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

the Land Records of Anne Arundel County in Liber G. W. No. 140, folio 464.

2. That on October 11, 1937 the aforesaid lots of ground were sold for non-payment of 1936 taxes as assessed to Margaret B. Quirk, by Joseph H. Pepper, late County Treasurer of Anne Arundel County, to Roscoe C. Rowe; said sale having been duly reported and ratified by the Circuit Court for Anne Arundel County, as will more fully appear "In The Matter of the Tax Sale of the Land of Margaret B. Quirk" in the Circuit Court for Anne Arundel County in Docket F. A. M. 3 folio 325, No. 3635 and recorded in F. A. M. 25, folio 173.

3. That by deed dated October 18, 1938, the said Joseph H. Pepper, late County Treasurer conveyed said lots nos. 258, 259 and 260, as shown on recorded plat of Round Bay on the Severn aforesaid to Roscoe C. Rowe and Regina C. Rowe, his wife, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 189, folio 347, the original deed is filed herewith and marked "Complainant's Exhibit No. 1" and prayed to be taken as a part hereof.

4. That by deed dated December 9, 1949 the said Roscoe C. Rowe and Regina C. Rowe, his wife, conveyed the aforesaid lots of ground to Hilary C. Rowe, the Complainant, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 549, folio 585; the original deed is filed herewith and marked "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.

5. That a search of the Land Records, the Records of the Register of Wills, the Equity and Law Records of Anne Arundel County, discloses that Margaret B. Quirk departed this life on September 25, 1935 and by her Last Will and Testament dated August 30, 1932, a certified copy of which is filled in the Orphans Court for Anne Arundel County, on October 4, 1935, did devise and bequeath her interest in the aforesaid property to the above named Respondents: John E. Quirk, James Thomas Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin.

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

2

6. That on the 9th day of June, 1959, the Certificate of Tax Sale attached hereto and marked "Complainant's Exhibit No. 3" and prayed to be taken as a part hereof was issued by Edward M. Dunn, Jr., Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County to Roscoe C. Rowe, which said Certificate has been duly assigned by Regina C. Rowe, Widow of Roscoe C. Rowe to Hilary C. Rowe, the Complainant herein.

7. That the properties mentioned in said Certificate of Tax Sale are described as follows:

> Certificate of Tax Sale No. 2821
> Lots Nos. 258 to 260, situated at
> Round Bay and assessed to Margaret
> B. Quirk. The amount due on day
> of sale was $24.50.

8. That the above mentioned properties have not been redeemed by any party in interest, although more than one year from the date of sale has expired.

9. To redeem these properties, it is necessary for the Respondent to pay the sum as set out after the description of said properties, together with public charges, clerk's costs, title examination, attorney's fee, expenses incurred in the service of process by publication, taxes and interest and penalties thereon arising subsequent to the date of sale which have been actually paid by the Complainant as provided by Sections 110 and 111 of Article 81 of the Annotated Code of Maryland (1957 Edition).

TO THE END, THEREFORE:

(1) That process issue and be directed to the Respondents named in said Bill of Complaint.

(2) That an Order of Publication issue directed to all parties in interest in the property.

(3) That a final Decree by this Honorable Court be passed foreclosing all rights of redemption of the Respondents and to the properties described herein.

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

AND AS IN DUTY BOUND:

Hilary C. Rowe, Complainant

Henry J. Tarantino
Solicitor for Complainant
160 South Street,
Annapolis, Maryland.
Colonial 3-6797

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, towit:

I HEREBY CERTIFY, that on this 15th day of June, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Hilary C. Rowe, the above named Complainant, and he made oath in due form of law that the matters, facts and information, set forth in the aforegoing Bill of Complaint are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

LIBER 121 PAGE 252 Equity 13,288

THIS DEED, Made this 18 day of October, in the year nineteen hundred and thirty-eight between Joseph H. Pepper, County Treasurer of Anne Arundel County, of the first part, and Roscoe C. Rowe and Regina C. Rowe, his wife, of the second part;

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year nineteen hundred and thirty-six and assessed to Margaret B. Quirk and the said Joseph H. Pepper, County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

AND WHEREAS, on the 11th day of October, in the year nineteen hundred and thirty-seven the said Joseph H. Pepper, County Treasurer as aforesaid, sold said property hereinafter described, at public sale to Roscoe C. Rowe and Regina C. Rowe of Anne Arundel County at and for the sum of Twenty-Four Dollars and fifty cents, they being then and there the highest offer therefor;

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law complied with, an Order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on the 17th day of October in the year nineteen hundred and thirty-eight, and the said Joseph H. Pepper, County Treasurer, is authorized, by law, to execute this deed.

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"C" Complainants Exhibit No. 1

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and the sum of Twenty-Four Dollars and fifty cents, the said Joseph H. Pepper, County Treasurer, as aforesaid, doth hereby grant and convey unto the said Roscoe C. Rowe and Regina C. Rowe, his wife, as tenants by the entireties, their heirs and assigns, all that piece or parcel of land, situate in the Third Election District of Anne Arundel County, designated as Lots Nos. two hundred and fifty eight, two hundred and fifty nine, and two hundred and sixty, in Anne Arundel County, and the State of Maryland, as shown by the recorded plat of Round Bay on The Severn in the Land Record Office of Anne Arundel County in Plat Record Book Liber G. W. No. 1, folio No. 39 and 45, said lots of land being the identical lots of land which were conveyed to the said Margaret B. Quirk and Julia Quirk by The Round Bay Beach Company by deed bearing date the 5th day of December, 1917 and duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 140, folio No. 464.

Together with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property unto the said Roscoe C. Rowe and Regina C. Rowe, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

WITNESS MY HAND AND SEAL the day and year first above written.

TEST:

Joseph H. Pepper (SEAL)
Treasurer of Anne Arundel County

Emilie B. George

6

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 18" day of October, in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph H. Pepper, County Treasurer of Anne Arundel County, and acknowledged the aforegoing to be his act and Deed.

Emilie B. George
Notary Public.

TAXES ... TO DEC. 31, 1938
JOSEPH H. PEPPER
Treas.

D E E D

From:
Joseph H. Pepper, County Treasurer of Anne Arundel County

To:
Roscoe C. Rowe and
Regina C. Rowe,
his wife

Lots Nos. 258,259 & 260, Round Bay on The Severn, in The Third Election District of Anne Arundel County, Md.

Received for Record 24 day of Oct 1938, at 10 o'clock A M and same day recorded in Liber F. A. M., No. 189 Fol. 247 Land Records of Anne Arundel County,
Frank C. Munro
Clerk.

ROSCOE C. ROWE
ANNAPOLIS, MARYLAND
Paid 3.00
ART PRESS, ANNAPOLIS

I hereby certify that the property named in this deed has been transferred as provided by act 1920.
R. Harry Arnold,
Clerk.

7

8

LIBER 121 PAGE 255

THIS DEED, Made this 9th day of December, in the year nineteen hundred and forty-nine between Roscoe C. Rowe and Regina C. Rowe, his wife, parties of the first part, and Hilary C. Rowe, party of the second part, all of Anne Arundel County; witnesseth:-

THAT for the consideration of love and affection, the parties of the first part do hereby grant and convey unto the party of the second part all that parcel of land located in the third election district of Anne Arundel County, designated as lots numbers two hundred and fifty-eight, two hundred and fifty-nine; and two hundred and sixty, in Anne Arundel County, and more particularly described in Liber F.A.M., Number 189, Folio 347; and deed of even date from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, State of Maryland, to Roscoe C. Rowe and Regina C. Rowe, his wife, and recorded among the land records of Anne Arundel County.

TOGETHER, with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the aforesaid property unto the said Hilary C. Rowe his heirs and assigns, in fee simple.

WITNESS OUR HAND AND SEAL the day and year first above written.

Roscoe C. Rowe (SEAL)
ROSCOE C. ROWE

Regina C. Rowe (SEAL)
REGINA C. ROWE

TEST:

Mary L. Kerchner
Mary L. Kerchner

LIBER 549 PAGE 585

No Stamps required

FILED
1953 JUN 19 AM 10:25

8A

"Complainant's Exhibit No 2"

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To Wit:- LIBER 121 PAGE 256

I HEREBY CERTIFY THAT ON THIS 9th day of December, 1949, before me, the subscriber, a Notary Public for the State of Maryland, County aforesaid, personally appeared Roscoe C. Rowe and Regina C. Rowe, his wife, and they acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

Mary L. Kerchner
Mary L. Kerchner
Notary Public

MARY L. KERCHNER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My Commission Expires:

May 7, 1951.

Recorded-10th-Dec.-1949-at-9:30-A.M.

[illegible] this [illegible] ferred as [illegible] by act 1920.
R. Harry Arnold, Clerk

DEED

GRISCOM TAXES PAID TO DEC. 31 1949

From:

Roscoe C. Rowe and
Regina C. Rowe, his wife

To:

Hilary C. Rowe

Lots Nos. 258, 259 & 260, Round Bay on the Severn, in the Third Election District of Anne Arundel County, Maryland

Dec. 49 9 30 A
549 Fol. 585
John H Hopkins

ROSCOE C. ROWE
ANNAPOLIS, MD.

Duplicate, J.S. #1226. Eq. 13,288

LIBER 121 PAGE 257

Nº 2821 CERTIFICATE OF TAX SALE

I Edward M. Dunn Jr successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1937, I sold to Reese Lowe at public auction for the sum of 24 50/xx Dollars and ..... Cents, of which 24 50/xx Dollars has been paid as a deposit on the property in District 3. described as Lots 258 - to 260 situated at Round Bay

and assessed to Margaret E. Quirk

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1938, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9th day of June 1959

Edward M. Dunn Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of ~~October~~ June, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian C. Carter
Notary Public.

My Commission Expires May 1, 1961

FILED

1959 JUN 19 10:25

COMPLAINANT'S EXHIBIT No. 3

10

FOR VALUE RECEIVED, the County Commissioners for Anne Arundel County do hereby assign certificate of Tax Sale No. 2821 to Hilary C. Rowe.

IN WITNESS THEREOF, the County Commissioners of Anne Arundel County has caused these presents to be executed in its name by its President, Frank D. Wilde, and its corporate seal, duly attested by its clerk, hereunto affixed.

COUNTY COMMISSIONERS FOR
ANNE ARUNDEL COUNTY

ATTEST:

by: _____ (SEAL)
Frank D. Wilde

_____
Lucy F. Loskosky, Clerk

LIBER 121 PAGE 258

FOR VALUE RECEIVED, Regina C. Rowe, Widow of Roscoe C. Rowe, deceased, does hereby assign the Certificate of Tax Sale to Hilary C. Rowe.

WITNESS the hand and seals of Regina C. Rowe, Widw of Roscoe C. Rowe, deceased.

TEST:

Henry J. Tirantino

Regina C. Rowe (SEAL)
Regina C. Rowe

LIBER 121 PAGE 259

HILARY C. ROWE
99 Charles Street
Annapolis, Maryland

Complainant

vs

JULIA G. QUIRK, or her heirs and/or assigns, if any
1711 Ellamont Street,
Baltimore, Maryland.

JOHN E. QUIRK
1416 W. Pratt Street,
Baltimore, Maryland.

JAMES THOMAS QUIRK
1416 W. Pratt Street,
Baltimore, Maryland.

MARGARET DUNN
1615 N. Caroline Street,
Baltimore, Maryland.

MARY G. FREEMAN
510 E 21st Street,
Baltimore, Maryland

SUSAN McLAUGHLIN
1559 Abbottson Street,
Baltimore, Maryland

and all persons having or claiming to have an interest in the property known as Lots Nos. 258, 259 and 260 Round Bay on the Severn Anne Arundel County, Maryland.

Respondents

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,288 EQUITY

.. ..

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties known as Lots Nos. 258, 259 and 260, Round Bay on the Severn, Third Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to Roscoe C. Rowe and the said Joseph H. Pepper, late County Treasurer conveyed said lots to Roscoe C. Rowe and Regina C. Rowe, his wife; and the said Roscoe C. Rowe and Regina C. Rowe, his wife, having conveyed said lots to Hilary C. Rowe, the Complainant in this proceeding.

FILED
1959 AUG 10 PM 3:33

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

11

The Bill of Complaint states, among other thing, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 10th day of August, 1959, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 15th day of October, 1959, and redeem the property described herein and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Complainant, Hilary C. Rowe, a title, free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk of the Circuit Court for Anne Arundel County

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

12

IN THE CIRCUIT COUR[T] FOR ANNE ARUNDEL COUNTY No. 13,288 EQUITY

HILARY C. ROWE
99 Charles Street
Annapolis, Maryland

Complainant

vs.

JULIA G. QUIRK, or her heirs and - or assigns, if any
1711 Ellamont Street,
Baltimore, Maryland.
JOHN E. QUIRK
1416 W. Pratt Street,
Baltimore, Maryland.
JAMES THOMAS QUIRK
1416 W. Pratt Street,
Baltimore, Maryland.
MARGARET DUNN
1615 N. Caroline Street,
Baltimore, Maryland.
MARY G. FREEMAN
510 E 21st Street,
Baltimore, Maryland.
SUSAN McLAUGHLIN
1559 Abbottson Street,
Baltimore, Maryland.
And all persons having or claiming to have an interest in the property known as Lots Nos. 258, 259 and 260 Round Bay on the Severn, Anne Arundel County, Maryland.

Respondents

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties known as Lots Nos. 258, 259 and 260, Round Bay on the Severn, Third Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for Aone Arundel County, State of Marylaod, to Roscoe C. Rowe and the said Joseph H. Pepper, late County Treasurer cooveyed said lots to Roscoe C. Rowe and Regina C. Rowe, his wife; aod the said Roscoe C. Rowe and Regina C. Rowe, his wife, having cooveyed said lots to Hilary C. Rowe, the Complainaot in this proceeding.

The Bill of Complaint states, among other things, that the amounts oecessary for redemptioo have not been paid, although more thao a year aod a day from the date of sale has expired.

It is thereupoo this 10th day of August, 1959, by the Circuit Court for Aooe Arundel County, in Equity, ORDERED that ootice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persoos interested io the said properties to be and appear in this Court by the 15th day of October, 1959, aod redeem the property described herein and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosiog all rights of redemptioo in the properties, and vesting in the Complainaot, Hilary C. Rowe, a title, free aod clear of all encumbrances.

GEORGE T. CROMWELL, Clerk of the Circuit Court for Anne Arundel County.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

S-3

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 261

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1959

We hereby certify, that the annexed

Order of Publication

Eq. 13,288

Julia G. Quirk

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959
9 SEP 10 PM 1:20

By H. Tilghman

Equity No 13,288

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 121 PAGE 262

ANNE ARUNDEL COUNTY, }
STATE OF MARYLAND, } ss:

I hereby certify that, on this 15th day of October ,
19 59, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Hilary C. Rowe,

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.)
Julia G. Quirk, John E. Quirk, James Thomas Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin

~~is~~ 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 15th day of October , 1959 .

Notarial Seal

Henry J. Tarantino
Notary Public.

My Commission will expire on: May 1, 1961

Filed,

FILED
1959 OCT 22 PM 2:26

14

HILARY C. ROWE Complainant vs JULIA G. QUIRK, et al Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,288 EQUITY

LIBER 121 PAGE 263

.. ..

AFFIDAVIT TO COMPLY WITH
RULE 104h (1) OF THE
MARYLAND RULES OF PROCEDURE

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

Henry J. Tarantino, Attorney for Hilary C. Rowe, Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Bill of Complaint and Order of Publication by registered and/or certified mail, Return Receipt Requested, to James Thomas Quirk, 1416 W. Pratt Street, Baltimore, Maryland, on the 15th day of October, 1959 and in addition thereto, your affiant spoke personally to the said James Thomas Quirk by telephone on June 2, 1959, and was informed by him that he was not interested in redeeming the properties mentioned in these proceedings.

That the said Resident-Defendants, Julia G. Quirk, John E. Quirk, James Thomas Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin have been returned twice "non est" and although a reasonable search of the City of Baltimore Telephone Directory has been made by the Affiant, the said Julia G. Quirk, John E. Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin whereabouts are unknown.

WITNESS my hand and Notarial Seal.

Henry J. Tarantino

Dorothy Roberts Skinner
Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1959 OCT 22 PM 2:23

15

HILARY C. ROWE Complainant vs JULIA G. QUIRK, et al Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,288 EQUITY

LIBER 121 PAGE 264

.. ..

DECREE PRO CONFESSO

IT appearing from the proceedings in this cause that the Order or Publication heretofore issued, herein, has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendants, Julia G. Quirk, John E. Quirk, James Thomas Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Roscoe C. Rowe, for non-payment of taxes, and conveyed to Roscoe C. Rowe and Regina C. Rowe, his wife, by Joseph H. Pepper, late County Treasurer; and the said Roscoe C. Rowe and Regina C. Rowe, his wife, having conveyed said lots to Hilary C. Rowe, the Complainant in these proceedings.

AND it further appearing that subpoena issued out of this Court directed to the said Resident Defendants, Julia G. Quirk, John E. Quirk, James Thomas Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin were returned twice "non est" as will more fully appear in these proceedings and said Resident Defendants have failed to enter their appearance herein in person or by Solicitor and have failed to answer to the Bill of Complaint; and the time within which said Resident Defendants could so appear and file an Answer having now expired, it is thereupon, this 22nd day of October, 1959, by the Circuit Court for

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1959 OCT 23 AM 10:29

16

Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby, taken Pro Confesso against the Defendants, Julia G. Quirk, John E. Quirk, James Thomas Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin, and all persons having or claiming to have any interest in the real estate therein described, as same is assessed to said Defendants and described on the Books of the County Treasurer and sold as aforesaid.

JUDGE

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

12

HILARY C. ROWE	:	
Complainant	:	IN THE
vs	:	CIRCUIT COURT
JULIA G. QUIRK, et al	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY
	:	NO. 13,288 EQUITY

.. ..

LIBER 121 PAGE 266

FINAL DECREE FORECLOSING EQUITY OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants, Julia G. Quirk, John E. Quirk, James Thomas Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin, and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to Answer the Bill of Complaint, by virtue of an Order of Publication, directed to all Defendants herein; the subpoena issued out of this Court directed to said Resident Defendants, Julia G. Quirk, John E. Quirk, James Thomas Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin, having been returned twice "non est" as will more fully appear in these proceedings; and the Court having found for the Complainant, it is thereupon, this 2nd day of December, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Julia G. Quirk, John E. Quirk, James Thomas Quirk, Margaret Dunn, Mary G. Freeman and Susan McLaughlin, and all persons having or claiming to have any interest in the hereinafter described properties, be, and they are hereby barred and foreclosed, and as between the parties to this suit, an absolute and indefeasible

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
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18

LIBER 121 PAGE 267

title in fee simple vests in the Complainant in and to the following described properties sold to Roscoe C. Rowe and conveyed to Roscoe C. Rowe and Regina C. Rowe, his wife, by Joseph H. Pepper, late County Treasurer; and the said Roscoe C. Rowe and Regina C. Rowe, his wife, having conveyed said lots to Hilary C. Rowe, the within Complainant.

Lots Nos. 258, 259 and 260, situate at Round Bay, Anne Arundel County, Maryland

free and clear of all alienations and descents of said property occurring prior to this Decree and free of all encumbrances thereon, (except taxes accuring subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings are subject).

IT is further ORDERED that the Treasurer of Anne Arundel County, Collector of State and County Taxes, execute and deliver to Hilary C. Rowe, Complainant in these proceedings, a Deed of Conveyance, to the aforesaid lots or parcels of land and improvements, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, and it is further

ORDERED that the Complainant pay the costs of said suit in his behalf incurred.

Matthew S. Evans
JUDGE

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

19

In the Matter of the Sale of the Mortgaged Real Estate of Robert C. Stone and Mary A. Stone, His Wife, Carrollton Manor (Box 668) Severna Park, Maryland	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13365

LIBER 121 PAGE 268

MR. CLERK:

Kindly docket suit in the above-entitled cause and file Mortgage, dated November 3, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1076, Folio 502, marked "Complainant's Exhibit A" in said proceedings, default having taken place in said mortgage.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage,
25 Baltimore-Annapolis Boulevard, N. W.,
Glen Burnie, Maryland (P. O. Box 247)

FILED

1959 AUG 11 PM 3:47

BUILDING ASSOCIATION MORTGAGE—CI OR COUNTY—WITH CLAUSE—17

No. 13365 Equity

LIBER 1076 PAGE 502

LIBER 121 PAGE 269

PURCHASE MONEY

This Mortgage, Made this 3rd day of November,

in the year one thousand nine hundred and fifty-six between Robert C. Stone and Mary A. Stone, his wife,

of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the Maryland National 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-one Hundred - Dollars

on twenty-one 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 Maryland National Building and Loan Association, Inc.,

and its successors and assigns, all ~~that~~ those three

pieces or parcels of ground situate and lying in the Third Election District of Anne Arundel ~~xxxxxxxxxxxxxx~~ County

and described as follows: All those lots of ground known and designated as numbers twenty-three (23), twenty-four (24) and twenty-five (25), Block twenty-eight (28) CARROLLTON MANOR, plat dated April, 1933, made by J. Revell Carr, Engineer, and recorded in Plat Book 9, Folio 24, formerly Cabinet 1, Rod A-3, plats 9 and 10, with an easement to the use of the property as shown on said plats, marked "Community Beach" with access to the Severn River for bathing, boating, etc., and with an easement of right-of-way over the streets, roads, places, drives or avenues, as shown on said plats.

BEING the same lots which by deed of even date herewith, and recorded, or so intended to be, among the aforesaid Land Records prior hereto, were conveyed by Elmer C. Forsythe and Blanche N. Forsythe, his wife, to said Robert C. Stone and Mary A. Stone, his wife, MORTGAGORS herein.

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1959 AUG 11 PM 3:47

COMPLAINANT'S EXHIBIT A

LIBER 121 PAGE 270
LIBER 1076 PAGE 503

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, ~~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 $ payable in equal semi-annual instalments on the days of and in each and every year.~~ in fee simple.

IF, HOWEVER, the said Mortgagor s shall make the payments and perform the covenants herein on their part cor ned, then this Mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said Maryland National Building and Loan Association, Inc. its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns ~~monthly~~ the sum of one dollar eight cents on each of said twenty-one shares of stock as dues, until the combined payment of dues shall amount to one hundred Dollars for each of said twenty-one shares, and also to pay ~~monthly~~ the sum of fifty-two - - - - 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 twenty-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 three Dollars and no cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said 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.

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 Frankie Wilson, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifty / Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same. (4) AND it is further agreed, that in case the Mortgagors cease to own, sell, transfer or dispose of the within described property, without first obtaining the assent in writing of the Mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

WITNESS the hands and seals of the said Mortgagors:

TEST:

Frankie D. Wilson

Frankie D. Wilson

Robert C. Stone (SEAL)
Robert C. Stone

Mary A. Stone (SEAL)
Mary A. Stone

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS:

I HEREBY CERTIFY, that on this 3rd day of November in the year one thousand nine hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Robert C. Stone and Mary A. Stone, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Walton D. Wilson, President of Maryland National Building and Loan Association, Inc., and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson

Frankie D. Wilson, Notary Public

Rec'd for record Nov. 5, 1956 at 3:24 P.M.

Mailed to Frankie Wilson

In the Matter of the Sale of the Mortgaged Real Estate of Robert C. Stone and Mary A. Stone, His Wife, Carrollton Manor (Box 668) Severna Park, Maryland	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13365

LIBER 121 PAGE 272

STATEMENT OF MORTGAGE ACCOUNT

BALANCE DUE ON MORTGAGE DATED NOVEMBER 3, 1956, FROM ROBERT C. STONE AND MARY A. STONE, HIS WIFE TO MARYLAND NATIONAL BUILDING & LOAN ASSOCIATION, INC.

OUTSTANDING ON PRINCIPAL	$1,838.37
INTEREST TO DATE . . . . . (1959)	31.20
TOTAL . . .	$1,869.57

AUGUST 10, 1959.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage,
25 Baltimore-Annapolis Blvd., N.W.,
Glen Burnie, Md. (P. O. Box 247)

STATE OF MARYLAND, Anne Arunel County, to wit:

I HEREBY CERTIFY, That on this 11th day of August, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, President of Maryland National Building and Loan Association, and made oath in due form of law that the above Mortgage Account of Robert C. Stone and Mary A. Stone, his wife, is true and bonafide.

AS WITNESS my hand and Notarial Seal.

Frankie Wilson

NOTARY PUBLIC FRANKIE D. WILSON ANNE ARUNDEL COUNTY

Frankie Wilson, Notary Public

My commission expires May 1, 1961

FILED
1959 AUG 11 PM 3:47

No. 15,365 Equity

Frankie Wilson, Attorney,
25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
ROBERT C. STONE AND MARY A. STONE, HIS WIFE
LOTS 23, 24, 25, BLOCK 28 CARROLLTON MANOR, THIRD DISTRICT,
ANNE ARUNDEL COUNTY

LIBER 121 PAGE 273

Under and by virtue of the power and authority contained in a Mortgage from Robert C. Stone and Mary A. Stone, his wife, to Maryland National Building and Loan Association, Inc., dated November 3, 1956, and duly recorded among the Records of Anne Arundel County in Liber GTC 1076, Folio 502 (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at Public Auction, at the door of the Court House in Annapolis on

Monday, September 14th, 1959

at 11:30 A.M.

all those lots of ground and improvements thereon located in Carrollton Manor, Third Election District, Anne Arundel County, and described as follows:

ALL those lots of ground known and designated as numbers twenty-three (23), twenty-four (24) and twenty-five (25), Block twenty-eight (28) CARROLLTON MANOR, Plat dated April, 1933, made by J. Revell Carr, Engineer, and recorded in Plat Book 9, Folio 24, formerly Cabinet 1, Rod A-3, Plats 9 and 10, with an easement to the use of the property as shown on said plats, marked "Community Beach" with access to the Severn River for bathing, boating, etc., and with an easement of right-of-way over the streets, roads, places, drives or avenues, as shown on said plats.

BEING the same lots which by Deed of November 3, 1956 and recorded among the aforesaid Land Records prior to said Mortgage, were conveyed by Elmer C. Forsythe and Blanche N. Forsythe, his wife, to said Robert C. Stone and Mary A. Stone, his wife.

TERMS OF SALE: A deposit of one thousand dollars ($1,000.00) will be required of the purchaser at time of sale, with interest at six percent (6%) and documentary stamps, taxes

FILED
1959 AUG 11 PM 3:47

to be adjusted to date of sale, balance purchase price upon ratification.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage

8

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3* LIBER 110 PAGE 70 LIBER 121 PAGE 275

No. 13365 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Frankie Wilson, 25 Baltimore-Annapolis Boulevard, N.W., P. O. Box 247, Glen Burnie, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND AND 00/100 ($2,000.00) - - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of August in the year of our Lord 1959

Whereas, the above bounden Frankie Wilson by virtue of the power contained in a mortgage from Robert C. Stone and Mary A. Stone, his wife to Maryland National Building and Loan Association, Inc. bearing date the 3rd day of November, 1956 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1076 Folio 502 and Frankie Wilson 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 Frankie Wilson do and shall well and truly and faithfully perform the trust reposed in her under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Frankie Wilson has hereto set her hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Walton D. Wilson — Frankie Wilson (SEAL)
Frankie Wilson

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

By Joseph C. McHugh
Joseph C. McHugh *Attorney-in-Fact*

MD3228a—500, 10-57 147555
Mortgagee's or Attorney's Bond

FILED
1959 AUG 15 AM 10:00

Bond approved this 15th day of August 1959
George T. Cromwell, Clerk

9

FRANKIE WILSON
Attorney
25 Baltimore-Annapolis B[illegible]ard,
N.W., Glen Burnie, Ma[illegible]nd

Mortgage Sale

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ROBERT C. STONE AND MARY A. STONE, HIS WIFE LOTS 23, 24, 25, BLOCK 28 CARROLLTON MANOR. THIRD DISTRICT, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a Mortgage from Robert C. Stone and Mary A. Stone, his wife, to Maryland National Building and Loan Association, Inc., dated November 3, 1956, and duly recorded among the Records of Anne Arundel County in Liber GTC 1076, Folio 502 (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at Public Auction, at the door of the Court House in Annapolis on

Monday, Sept. 14, 1959 at 11:30 A. M.

All those lots of ground and improvements thereon located in Carrollton Manor, Third Election District, Anne Arundel County, and described as follows:

ALL those lots of ground known and designated as numbers twenty-three (23), twenty-four (24) and twenty-five (25), Block twenty-eight (28) CARROLLTON MANOR, Plat dated April, 1933, made by J. Revell Carr, Engineer, and recorded in Plat Book 9, Folio 24, formerly Cabinet 1, Rod A-3, Plats 9 and 10, with an easement to the use of the property as shown on said plats, marked "Community Beach" with access to the Severn River for bathing, boating, etc., and with an easement of right-of-way over the streets, roads, places, drives or avenues, as shown on said plats.

BEING the same lots which by Deed of November 3, 1956 and recorded among the aforesaid Land Records prior to said Mortgage, were conveyed by Elmer C. Forsythe and Blance N. Forsythe, his wife, to said Robert C. Stone and Mary A. Stone, his wife.

TERMS OF SALE: A deposit of one thousand dollars ($1,000.00) will be required of the purchaser at time of sale, with interest at six percent (6 percent) and documentary stamps, taxes to be adjusted to date of sale, balance purchase price upon ratification.

FRANKIE WILSON
Attorney named in Mortgage
ROBERT H. CAMPBELL,
Auctioneer. s-3
S-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 276

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1959

We hereby certify, that the annexed

Mortgage Sale

Robert C. Stone

13,365

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 September, 1959. The first insertion being made the 13th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

SEP 10 PM 1:19 By H. Tilghman

In the Matter of the Sale of the Mortgaged Real Estate of Robert C. Stone and Mary A. Stone, His Wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,365

LIBER 121 PAGE 277

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Frankie Wilson, Attorney named in Mortgage, dated November 3, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1076, Folio 502, from Robert C. Stone and Mary A. Stone, His Wife, to Maryland National Building and Loan Association, Inc., which mortgage is filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for four weeks preceding the date of sale, Frankie Wilson, Attorney, under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) and pursuant to the said notice, on the 14th day of September, 1959, at 11:30 A.M., at the door of the Court House in Annapolis, and then and there sold the property described in said mortgage, which property is more particularly described as follows:

ALL those lots of ground known and designated as numbers 23, 24, and 25, Block 28, Carrollton Manor, Third Election District, Anne Arundel County, Plat dated April, 1933, made by J. Revell Carr, Engineer, and recorded in Plat Book 9, Folio 24, formerly Cabinet 1, Rod A-3, Plats 9 and 10, with an easement to the use of the property as shown on said plats, marked "Community Beach" with access to the Severn River for bathing, boating, etc., and with an easement of right-of-way over the streets, roads, places, drives or avenues, as shown on said plats.

BEING the same lots which by Deed of November 3, 1956 and recorded among the aforesaid Land Records prior to said Mortgage, were conveyed by Elmer C. Forsythe and Blanche N. Forsythe, His Wife, to said Robert C. Stone and Mary A. Stone, His Wife,

FILED
1959 SEP 16 AM 10:58

subject to restrictions of record affecting said property. TERMS OF SALE: Deposit of One Thousand Dollars ($1,000.00) at time of sale and the balance upon ratification of said sale by the Circuit Court for Anne Arundel County, with interest at 6% from date of sale to settlement; revenue stamps, taxes, etc. to be adjusted to date of sale.

The said property was sold, as aforesaid, to Elmer C. Forsythe and Blanche N. Forsythe, His Wife, at and for the sum of Two thousand one hundred and seventy-five dollars and 00/100 ($2,175.00), the said purchaser being then and there the highest bidder, and that said sale was fairly made.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of September, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth are true to the best of her knowledge and belief.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

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ORDER NISI

LIBER 121 PAGE 279

In the Matter of the Sale of the Mortgaged Real Estate of Robert C. Stone and Mary A. Stone, His Wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,365 Equity

Ordered, this 16th day of September, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Frankie Wilson, Attorney Named in Mortgage

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.

The report states that the amount of sale was $ 2,175.00

George T. Cromwell, Clerk.

True Copy,
FILED 1959 SEP 16 AM 10:56

TEST: _____ Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of Robert C. Stone and Mary A. Stone, His Wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 5th day of November, 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 NOV -5 PM 3:03

13

25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland

EQUITY NO. 13,365

LIBER 121 PAGE 280

Mortgage Sale of Fee Simple Property of ROBERT C. STONE AND MARY A. STONE, HIS WIFE, Carrollton Manor, Third Election District, Anne Arundel County, in the State of Maryland, on

MONDAY, September 14, 1959 at 11:30 A.M.

I HEREBY CERTIFY That sale of Lots #23, #24 and #25, Block 28, CARROLLTON MANOR, described in Mortgage from Robert C. Stone and Mary A. Stone, His Wife, to Maryland National Building and Loan Association, Inc., recorded among the Land Records of Anne Arundel County in Liber GTC 1076, Folio 502, has this 14th day of September, 1959, been sold by me at Public Auction, at the door of the Court House in Annapolis, to **Elmer C. Forsythe and Blanche N. Forsythe, His Wife**

for the sum of **Two thousand one hundred and seventy-five and 00/100 ($2,175.00)** Dollars, and that said sale was fairly made.

Robert H. Campbell, Auctioneer

FILED

1959 SEP 22 AM 10:43

14

25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland

EQUITY 13,365

LIBER 121 PAGE 281

September 14, 1959

PURCHASERS AGREEMENT

That I (we) Elmer C. Forsythe and Blanche N. Forsythe, his wife

purchasers of Lots #23, #24 and #25, Block 28, Carrollton Manor, Third Election District, Anne Arundel County, as described in Mortgage dated November 3, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1076, folio 502, this 14th day of September, 1959, sold at public auction at the door of the Court House in Annapolis, at and for the sum of Twenty-one Hundred and - - - Seventy-five - - and no/100 Dollars, the sum of one thousand dollars ($1,000.00) being paid in accordance with the terms of sale, and the purchaser to pay the remainder upon ratification by the Circuit Court for Anne Arundel County, with 6% interest from date of sale, and adjustment of taxes, and other expenses to date of sale, together with documentary stamps.

AS WITNESS our hands and seals the day and year above written.

WITNESS:

Frankie Wilson

Elmer C. Forsythe (SEAL)

Blanche N. Forsythe (SEAL)

FILED

1959 SEP 22 AM 10:10

15

OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 282

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 26, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,365

Robert C. Stone

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,365 Equity

In the Matter of the Sale of the Mortgaged Real Estates of ROBERT C. STONE and MARY A. STONE, his wife.

Ordered, this 16th day of September, 1959, That the sale of the Property in these proceedings mentioned made and reported by Frankie Wilson, Att. Named in Mortgage, BE RATIFIED & 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.

The report states that the amount of sale was $2,175.00.

GEORGE T. CROMWELL, Clerk

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

FILED

No. M. 659 OCT 28 AM 10:13

16

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 10 PAGE 123

LIBER 121 PAGE 283

ADDITIONAL BOND #73 64 363

No. 13365 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Frankie Wilson, 25 Baltimore-Annapolis Boulevard, N.W., P. O. Box 247, Glen Burnie, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO HUNDRED AND 00/100 ($200.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of November in the year of our Lord 1959

Whereas, the above bounden Frankie Wilson

by virtue of the power contained in a mortgage from Robert C. Stone and Mary A. Stone, his wife to Maryland National Building and Loan Association, Inc. bearing date the 3rd day of November, 1956 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1076 Folio 502 and Frankie Wilson

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 Frankie Wilson

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

In Testimony Whereof, the above bounden Frankie Wilson

has hereto set her hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Mildred S. Davis — Frankie Wilson (SEAL)

Frankie Wilson

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony — By Joseph C. McHugh

D. Anthony *As to Surety* — Joseph C. McHugh *Attorney-in-Fact*

Bond approved this 4th day of November 1959.

George T. Cromwell, Clerk

MD3228a—500, 10-57 147555
Mortgagee's or Attorney's Bond

FILED 1959 NOV -4 PM 4:59

17

LIBER 121 PAGE 284

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Robert C. Stone
and
Mary A. Stone, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,365 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.

November 6, 1959

Laura R. Mitchell
Auditor.

FILED

1959 NOV -9 PM 12:38

By

Copy of Order Nisi recei. this 10 day of Nov. 1959 - MARYLAND GAZETTE
The Capital-Gazette Press Inc.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of in ac.
Robert C. Stone and Mary A. Stone, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	98	43	148	43
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Clerk of Court - additional costs	1	50		
Auditor - stating this account	13	50	53	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md.-bond premiums	12	00		
Robert H. Campbell - auctioneer's fee	25	00		
Vivian D. Schaumloeffel - notary fee		50	127	50
To Maryland National Building & Loan Ass'n., Inc., mortgagee - this balance on account mortgage claim	1,862	15	1,862	15
			2,191	08
Amount of mortgage claim filed	1,869	57		
Interest on principal balance of $1,838.37 from 8/10/59 to 9/14/59 - 35 days	10	73		
	1,880	30		
Cr. Amount allowed above	1,862	15		
Balance subject to decree in personam	18	15		

19

with Frankie Wilson, Attorney named in Mortgage Cr.

1959							
Sept.	14	Proceeds of Sale		2,175	00		
		Interest on deferred payment of $1,175.00 to 10/14/59		5	88	2,180	88
		Refund 1959 State and County taxes 3 months 16 days		10	20	10	20
						2,191	08

20

ORDER NISI LIBER 121 PAGE 287

In the Matter of the Sale of
the Mortgaged Real Estate
of VERSUS
Robert C. Stone
and
Mary A. Stone, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 13,365 Equity.

ORDERED, This 9th day of November, 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 14th day of December, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December, next.

George T. Cromwell
Clerk

1959 NOV -9 PM 12:23

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of December, 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 DEC 15 11 27

O. Bowie Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 288

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,365 Equity

In the Matter of the Sale of the Mortgaged Real Estate of ROBERT C. STONE and MARY A. STONE, his wife

Ordered, this 9th day of November, 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 14th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,365 Auditor Account Robert C. Stone

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 14th day of December, 1959. The first insertion being made the 12th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 12327 1959 DEC -2 PM 3:17

22

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES E. CATTERTON &	*	ANNE ARUNDEL COUNTY
WILLIE T. CATTERTON, his Wife	*	NO 13314 EQUITY

LIBER 121 PAGE 280

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original Mortgage in this foreclosure suit.

John Demyam, Jr.

Attorney named in the Mortgage.

FILED
1959 JUL 10 AM 10:28

LIBER 1251 PAGE 80 No. 13,314 Equity

LIBER 121 PAGE 290

This Mortgage,

Made this 10th day of November, 19 58

by and between Charles E. Catterton and Willie T. Catterton, his wife ----

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of -90- shares of untedeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $9,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th at parcel of ground, situate, lying and being at Traceys Landing, Eighth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at an iron pipe set at the base of a fence post (said point of beginning being at the end of the second line of the conveyance from Thomas J. Hall and wife to J. Lester Clark and wife as recorded in Liber W.N.W. 102, folio 482, etc.) thence with the third line of said conveyance, as now surveyed, South 68° 07' East 313.5 feet to a pipe, a corner of the conveyance from Cromwell to Sears as recorded in Liber F.S.R. 62, folio 93, etc., thence leaving the outlines and with the lines of said conveyance as now surveyed North 00° 16' West 71.5 feet to a pipe previously set and North 89° 23' East 141.6 feet to a pipe previously set on the West side of the State Road from Annapolis to Solomon's Island thence leaving the lines of said conveyance and with said side of said Road North 05° 55' West 100 feet to a pipe, thence leaving said Road, South 89° 29' West 417.2 feet to intersect the outlines of the aforesaid conveyance from Hall to Clark, thence with said outlines ascorrected for variation South 02° 33' West 53.45 feet to the beginning. Containing 1.05 acres of land, more or less, as surveyed by Edward Hall, Jr., County Surveyor in February, 1934.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the aforesaid

1959 JUL 10 AM 10:28 FILED

lot as was conveyed in a Deed from Owen W. Sears, et al to Marvin I. Anderson, Trustee, dated February 7, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 510, folio 233, the said excepted part being part of the first lot of ground conveyed therein which said first lot is described as follows: BEGINNING at a post planted on the West side of the State Road and at the Southeastern corner of the lot of Owen W. Sears and bearing with the same South 89° 23' West 317.6 feet to an iron pipe planted on the Northern boundary of the land of Andrew DeMaury thence with the same South 68° 07' East 329.5 feet to an iron pipe planted on the Western boundary of the State Road thence bearing with the Western boundary of the State Road North 05° 18' East 125 feet to the place of beginning.

BEING the same property which the said Mortgagors acquired from Owen W. Sears and Esther W. Sears, his wife, by Deed dated April 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1018, folio 222.

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

THE Mortgagors herein covenant and agree that it shall be deemed a default under this Mortgage if he shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

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 $ 45.00 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 $ 45.00 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, it shall be also deemed a default under this mortgage if the Mortgagee shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 9,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Tubman
AMELIA H. TUBMAN

Charles E. Catterton (SEAL)
Charles E. Catterton

(SEAL)

Willie T. Catterton (SEAL)
Willie T. Catterton

(SEAL)

4

LIBER 121 PAGE 293

LIBER 1251 PAGE 83

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this —10th— day of November, 19 58 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Charles E. Catterton and Willie T. Catterton, his wife ----------

and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh---------- the------ President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Amelia K. Dubman

Notary Public.

9.50

Rec'd for record Nov. 13, 1958 at 10:39 A.M.,

Mailed to John Demyan, Jr.

Mortgage

FROM

CHARLES E. CATTERTON and
WILLIE T. CATTERTON, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3660

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1958 NOV 13 AM 10: 39
GEO. F. CROMWELL, CLERK
RECORDED IN LIBER GTC
NO. 1251 FOLIO 80

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

By .....

Secretary. President.

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF CHARLES W.	*	FOR
CATTERTON and WILLIE T. CATTERTON,	*	ANNE ARUNDEL COUNTY
his wife	*	NO. 13314 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 9,000.00
Interest from 31st day of March, 1959 to the 30th day of June, 1959	$ 136.50	
Late Fines from the 30th day of April, 1959 to the 30th day of June, 1959	36.40	
Balance due on Insurance Premium	13.50	186.40
		$ 9,186.40
Dues paid to date		NONE
Total amount due under Mortgage		$ 9,186.40

GLEN BURNIE SAVINGS AND LOAN
ASSOCIATION OF ANNE ARUNDEL COUNTY
a body corporate

BY Fred W. Kuethe
Fred. W. Kuethe
Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of July, 1959; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Amelia H. Tubman
Notary Public

FILED
1959 JUL 10 AM 10:29

LIBER 121 PAGE 295

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES E. CATTERTON and WILLIE T. CATTERTON, his wife vs.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13314 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 for Glen Burnie Savings and Loan Association of Anne Arundel County and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) knowledge, information and belief

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

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

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

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

John Demyan, Jr.
Affiant

Subscribed and sworn to before me this 27th day of July, 1959.

Amelia H. Tubman
Notary Public

FILED
1959 JUL 28 PM 1:40

7

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 121 PAGE 296

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
CHARLES E. CATTERTON and
WILLIE T. CATTERTON, his wife

LIBER 10 PAGE 63

BOND OF Attorney
TO SELL Real Estate

No. 13,314 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,

16 Crain Highway, 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 Nine Thousand Two Hundred and 00/100 - - - - - - - - - Dollars ($ 9,200.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of August , in the year of our Lord, nineteen hundred and fifty nine.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Charles E. Catterton & Willie T. Catterton, wife to Glen Burnie Savings and Loan Association bearing date the 10th day of November , 19 58 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1251 Folio 80 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

John Demyan, Jr.

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

Signed, sealed and delivered
in the presence of

Amelia H. Tubman
AMELIA H. TUBMAN

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact

Bond Approved this 4th day of August 1959.
George T. Cromwell, Clerk

FILED
1959 AUG -4 AM 10:57

8

GEORGE SCIBLE - - - - - - - - - - - - - - - - - - Auctioneer

JOHN DEMYAN, JR., Attorney At Law
16 Crain Highway, S. W.
Glen Burnie, Maryland

No. 15314 Equity

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

ALL THAT PARCEL OF GROUND AT TRACEYS LANDING, ANNE ARUNDEL COUNTY, MARYLAND

PROPERTY LOCATED AT TRACEYS LANDING, EIGHTH 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 E. Catterton and Wille T. Catterton, his wife, dated November 10th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1251, folio 80 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction at the Court House Door (Church Circle Entrance) Annapolis,

Tuesday, August 4, 1959

AT 11 O'CLOCK A.M.

All that parcel of ground, situate, lying and being at Traceys Landing, Eighth Election District of Anne Arundel County, State of Maryland: and described as follows:

BEGINNING for the same at an iron pipe set at the base of a fence post (said point of beginning being at the end of the second line of the conveyance from Thomas J. Hall and wife to J. Lester Clark and wife as recorded in Liber W.N.W. 102, folio 482, etc.) thence with the third line of said conveyance, as now surveyed South 68 degrees 07′ East 313.5 feet to a pipe, a corner of the conveyance from Cromwell to Sears as recorded in Liber F.S.R. 62, folio 93, etc., thence leaving the outlines and with the lines of said conveyance as now surveyed North 00 degrees 16′ West 71.5 feet to a pipe previously set and North 89 degrees 23′ East 141.6 feet to a pipe previously set on the West side of the State Road from Annapolis to Solomon's Island thence leaving the lines of said conveyance and with said side of said Road North 05 degrees 55′ West 100 feet to a pipe, thence leaving said Road, South 89 degrees West 417.2 feet to intersect the outlines of the aforesaid conveyance from Hall to Clark, thence with said outlines as corrected for variation South 02 degrees 33′ West 53.45 feet to the beginning. Containing 1.05 acres of land, more or less, as surveyed by Edward Hall, Jr., County Surveyor in February, 1934.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the aforesaid lot as was conveyed in a Deed from Owen W. Sears, et al to Marvin I. Anderson, Trustee, dated February 7, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 510, folio 233, the said excepted part being part of the first lot of ground conveyed therein which said first lot is described as follows: BEGINNING at a post planted on the West side of the State Road and at the Southeastern corner of the lot of Owen W. Sears and bearing with the same South 89 degrees 23′ West 317.6 feet to an iron pipe planted on the Northern boundary of the land of Andrew DeMaury thence with the same South 68 degrees 07′ East 329.5 feet to an iron pipe planted on the Western boundary of the State Road thence bearing with the Western boundary of the State Road North 05 degrees 18′ East 125 feet to the place of beginning.

BEING the same property which the said Mortgagors acquired from Owen W. Sears and Esther W. Sears, his wife, by Deed dated April 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1018, folio 222.

IMPROVEMENTS: Frame Cottage.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

FILED

JOHN DEMYAN, JR.
Attorney named in Mortgage

1959 AUG -4 AM 11:42

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

6

LIBER 121 PAGE 298

No. 13,314 Equity

PURCHASER'S AGREEMENT

August 4th, 1959

Thomas A.W.Hall and Mary S.Hall, his wife hereby certify, that they have purchased the property as advertised on the reverse side of this hand bill; and that we agree to comply with the terms of sale. The sale price for said property is $ 10,000.00.

WITNESS:

George Scible-Auctioneer

Mary S. Hall

Thomas A.W. Hall
Purchasers Name

Tracys Landing, P.O. Md.
Address

TELEPHONE NO. Un. 7-5157

ACCEPTED:

John Demyan, Jr, Attorney named in the mortgage

FILED

1959 AUG -4 AM 11:42

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES E. CATTERTON &	*	ANNE ARUNDEL COUNTY
WILLIE T. CATTERTON, his wife	*	NO 13,314 EQUITY

LIBER 121 PAGE 293

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of John Demyan, Jr., Attorney named in Mortgage filed in these proceedings, respectfully shows;

That under and by virtue of a power of sale contained in a Mortgage from Charles E. Catterton and Willie T. Catterton, his wife, to the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated November 10,1958, and recorded among the Land Records of Anne Arundel County in Liber 1251, folio 80, the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the Law for such cases made and provided, offerred the property in said Mortgage described, at public auction, at the Court House Door (Church Circle Entrance) Annapolis, on Tuesday August 4, 1959, /11 o'clock A.M. and then and there sold the said property to Thomas A.W.Hall and Mary S. Hall, his wife - - - - - - - - - - - - - - - - - - -

at and for the sum of Ten Thousand ($10,000.00)- --- - --0- dollars, they being at that figure the highest bidder therefore, said property being the following:

BEGINNING for the same at an iron pipe set at the base of a fence post (said point of beginning being at the end of the second line of the conveyance from Thomas J. Hall and wife to J. Lester Clark and wife as recorded in Liber W.N.W. 102, folio 482, etc.) thence with the third line of said conveyance, as now surveyed, South 68° 07' East 313.5 feet to a pipe, a corner of the conveyance from Cromwell to Sears as recorded in Liber F.S.R. 62, folio 93, etc., thence leaving the outlines and with the lines of said conveyance as now surveyed North 00° 16' West 71.5 feet to a pipe previously set and North 89° 23' East 141.6 feet to a pipe previously set on the West side of the State Road from Annapolis to Solomon's Island thence leaving the lines of said conveyance and with said side of said Road North 05° 55' West 100 feet to a pipe, thence leaving said Road, South 89° 29' West 417.2 feet to intersect the outlines of

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1959 AUG -4 AM 11:39

the aforesaid conveyance from Hall to Clark, thence with said outlines as corrected for variation South 02° 33' West 53.45 feet to the beginning. Containing 1.05 acres of land, more or less, as surveyed by Edward Hall, Jr., County Surveyor in February, 1934.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the aforesaid lot as was conveyed in a Deed from Owen W. Sears, et al to Marvin I. Anderson, Trustee, dated February 7, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 510, folio 233, the said excepted part being part of the first lot of ground conveyed therein which said first lot is described as follows: BEGINNING at a post planted on the West side of the State Road and at the Southeastern corner of the lot of Owen W. Sears and bearing with the same South 89° 23' West 317.6 feet to an iron pipe planted on the Northern boundary of the land of Andrew DeMaury thence with the same South 68° 07' East 329.5 feet to an iron pipe planted on the Western boundary of the State Road thence bearing with the Western boundary of the State Road North 05° 18' East 125 feet to the place of beginning.

BEING the same property which the said Mortgagors acquired from Owen W. Sears and Esther W. Sears, his wife, by Deed dated April 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1018, folio 222.

AND the said attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assesments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of August, 1959, before me, the aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal

Notary Public

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF
versus
CHARLES E. CATTERTON and
WILLIE T. CATTERTON, his wife

LIBER 121 PAGE 301
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,314 Equity

Ordered, this 4th day of August, 1959, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in Mortgage

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

FILED 1959 AUG 4 AM 11:42

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF
versus
CHARLES E. CATTERTON and
WILLIE T. CATTERTON, his wife

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

ORDERED BY THE COURT, This 11th 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 11 PM 3:57

14

Additional Bond

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 121 PAGE 302

LIBER 10 PAGE 66

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES E. CATTERTON and WILLIE T. CATTERTON, his wife

BOND OF Attorney

TO SELL Real Estate

No. 13,314 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,

16 Crain Highway, S. W., 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 Hundred and 00/100 - Dollars ($800.00), 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 3rd day of August , in the year of our Lord, nineteen hundred and fifty nine.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Charles E. Catterton and Willie T. Catterton, wife to Glen Burnie Savings and Loan Association bearing date the 10th day of November , 19 58 and recorded among the Land Records of Anne Arundel County in Liber C.T.C. No. 1251 Folio 80 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

Jacqueline R. Burbank

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

Said Bond Approved This 7th day of August 1959.

George T. Cromwell
Clerk

FILED

1959 AUG -7 PM 12:53

15

JOHN DEMYAN, JR.
Attorney At Law
16 Crain Highway, S. W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

All that parcel of ground at Traceys Laoding, Anne Arundel County, Maryland.

Property located at Traceys Landing, Eighth Election District of Anne Arundel County, State of Maryiaod.

Under and by virtue of the power of sale and authority cootained in a Mortgage from Charles E. Catterton and Wille T. Catterton, his wife, dated November 10th, 1958, and recorded among the Land Records of Anne Arundel County io Liber G.T.C. 1251, follo 80 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction at the Court House Door (Church Circle Entrance) Annapolis,

Tues., August 4th, 1959 at 11 o'clock A. M.

All that parcel of ground, situate, lying and being at Traceys Landing, Eighth Election District of Anne Arundel County, State of Maryiaod; and described as follows:

BEGINNING for the same at an iron pipe set at the base of a fence post (said point of beginning being at the end of the second line of the conveyance from Thomas J. Hall and wife to J. Lester Clark and wife as recorded in Liber W.N.W. 102, folio 482, etc.) thence with the third line of said conveyance, as now surveyed South 68 degrees 07' East 313.5 feet to a pipe, a corner of the conveyance from Cromwell to Sears as recorded in Liber F.S.R. 62, folio 93, etc., thence leaving the outlines and with the lines of said conveyance as now surveyed North 00 degrees 16' West 71.5 feet to a pipe previously set and North 89 degrees 23' East 141.6 feet to a pipe previously set on the West side of the State Road from Annapolis to Solomon's Island thence leaving the lioes of said conveyance and with said side of said Road North 05 degrees 555' West 100 feet to a pipe, thence leaving said Road, South 89 degrees West 417.2 feet to intersect the outlines of the aforesaid conveyaoce from Hall to Clark, thence with said outlines as corrected for variation South 02 degrees 33' West 53.45 feet to the beginning. Containing 1.05 acres of land, more or less, as surveyed by Edward Hall, Jr., County Surveyor in February, 1934.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the aforesaid lot as was conveyed in a Deed from Owen W. Sears, et al to Marvin I. Anderson, Trustee, dated February 7, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 510, folio 233, the said excepted part being part of the first lot of ground conveyed therein which said first lot is described as follows: BEGINNING at a post planted on the West side of the State Road and at the Southeastern corner of the lot of Owen W. Sears and bearing with the same South 89 degrees 23' West 317.6 feet to an iroo pipe planted on the Northero boundary of the land of Aodrew DeMaury thence with the same South 68 degrees 07' East 329.5 feet to an iron pipe planted on the Western boundary of the State Road thence bearing with the Western boundary of the State Road North 05 degrees 18' East 125 feet to the place of beginning.

OFFICE F

LIBER 121 PAGE 303

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1959

We hereby certify, that the annexed

Mortgage Sale

Charles E. Catterton

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

1959 AUG 1 By H. C. Leighton

BEING the same property which the said Mortgagors acquired from Owen W. Sears and Esther W. Sears, his wife, by Deed dated April 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1018, folio 222.

IMPROVEMENTS: Frame Cottage.

TERMS OF SALE: A Cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage
GEORGE SCIBLE
Auctioneer

Jy-31

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 305

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 8, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,314

Charles E. Catterton.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of September, 1959. The first insertion being made the 5th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,314 Equity

In the Matter of the Mortgaged Real Estate of

CHARLES E. CATTERTON and WILLIE T. CATTERTON, his wife

Ordered, this 4th day of August, 1959, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $10,000.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

a-26

No. M. G. 124 IX 1959 SEP 10 PM 1:19

17

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Charles E. Catterton
and
Willie T. Catterton, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,314 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.

November 5, 1959

FILED
1959 NOV -9 PM 12:30

Dr. In the Matter of the Mortgaged Real Estate of Charles E. Catterton and Willie T. Catterton, his wife in ac.

To Attorney for Fee, viz:		50	00	
To Attorney for Commissions, viz:		331	76	381 76
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		32	00	
Auditor - stating this account		18	00	
				60 00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		108	48	
Capital-Gazette Press - order nisi (sale)		15	00	
Capital-Gazette Press - order nisi (acct)		12	00	
Speer Publications, Inc. - handbills		12	79	
U.S. Fidelity & Guaranty Co.- bond premium		36	80	
George W. Scible - auctioneer's fee		50	00	
One-half Federal documentary stamps		5	50	
One-half State documentary stamps		11	00	
Amelia H. Tubman - notary fees		1	00	
Clemence C. Burwell - notary fees			50	253 07
To Attorney for Taxes, viz:				
1959 State and County taxes ($81.46) - 7 months 4 days		48	45	48 45
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for mortgage claim, viz:				
Amount of claim filed	9,186	40		
Interest on principal balance of $9,000. to 8/4/59 - 35 days	52	50		
				9,238 90
To Owen W. Sears and Esther W. Sears, his wife, second mortgagees - this balance on account mortgage claim (Order 8/27/59)		76	41	76 41
				10,058 59
Amount of second mortgage claim filed		3,187	96	
Cr. Amount allowed above		76	41	
Balance due		3,111	55	

19

with John Demyan, Jr., Attorney named in Mortgage Cr.

1959							
Aug.	4	Proceeds of Sale		10,000	00		
		Interest on deferred payment of					
		$9,250.00 - 1 month 8 days		58	59	10,058	59
						10,058	59

LIBER 121 PAGE 309

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Charles E. Catterton and Willie T. Catterton, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,314 Equity.

ORDERED, This 9th day of November, 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 14th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

George T. Cromwell, Clerk

1959 NOV -9 PM 12:09

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of December, 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.

V. Bowie Duckett

1959 DEC 15 PM 2:11

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 310

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,314 Equity
In the Matter of the Mortgaged Real Estate of
CHARLES E. CATTERTON and WILLIE T. CATTERTON, his wife

Ordered, this 9th day of November, 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 14th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

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

N-27

CERTIFICATE OF PUBLICATION

Annapolis. Md., December 7, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,314

Auditor Account.

Charles E. Catterton,

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of December, 1959. The first insertion being made the 12th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M.C. [illegible] DEC -8 PM 12:55

22

LIBER 121 PAGE 311

CHARLES J. ATAS, Assignee of the Mortgage,

verses

Wayne T. Hartman

and

Adelaide M. Hartman, his wife,

In the Circuit Court for

Anne Arundel County

Equity No. 13279,

Mr. Clerk,

Please docket this suit in the above entitled case and file the mortgage as petitioner's exhibit "A".

CHARLES J. ATAS, ASSIGNEE OF THE MORTGAGE

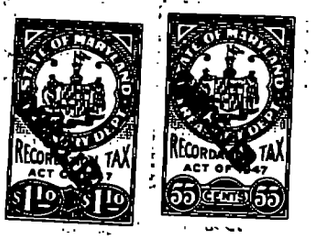
CJA/hm
6/8/1959.

FILED

1959 JUN 17 AM 9:10

MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC.—#37R—10/1/52

LIBER 121 PAGE 312
LIBER 931 PAGE 260



THIS MORTGAGE, Made this 20th day of May

in the year nineteen hundred and fifty-five by and between

WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife, Equity No. 13.279

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

GEORGE KLOSTERIDES of Baltimore County, Maryland . Mortgagee , of the second part:

Whereas, the parties of the first part are justly indebted unto the said party of the second part in the full sum of TWELVE HUNDRED DOLLARS ($1,200.00), for money this day loaned and advanced, as evidenced by a confess judgment promissory note of even date herewith, on which said sum the said parties of the first part hereby jointly and severally covenant and agree to repay to the said parties of the second part the whole of said principal mortgage indebtedness in semi-annual installments of TWO HUNDRED DOLLARS ($200.00) each commencing on November 20, 1955 and continuing thereafter on the 20th day of each and every May and November thereafter until the whole of said principal mortgage indebtness is paid in full; together with interest thereon at the rate of SIX PER CENTUM (6%) per annum, payable semi-annually; all payments above provided for to be made in lawful money of the United States of America.

WITH the privilege , however, to the said Mortgagors, their heirs or assigns, at any time before the maturity hereof or before default hereunder, of prepaying said mortgage indebtedness, in whole or in part, on any interest payment date.

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 this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagee - his heirs and assigns, in fee simple, all of those two (2) lots or parcels of ground situate and lying in the Anne Arundel County, State of Maryland aforesaid, and described as follows, to wit:—

BEING known and designated as all of Lots 210 and 212 on Plat #5 of Chelsea Beach, which Plat is recorded in Plat Cabinet #4, Rod G-4 Plat 11 among the Land Records of Anne Arundel County.

Being the same two (2) lots of ground described in a Deed dated July 26, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853 folio 119 from Chesapeake Land Corporation to the Mortgagors herein

SUBJECT to the covenants, conditions, restrictions and reservations as set out in the Deed dated July 26, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853 folio 119 from Chesapeake Land Corporation to Wayne T. Hartman and Adelaide M. Hartman, his wife.

"Complaintant's Exhibit A".,

1959 JUN 17 AM 9:10

LIBER 121 PAGE 313

LIBER 931 PAGE 261

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 GEORGE KLOSTERIDES , HIS heirs and assigns, forever.

Provided, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of - - - - - - - -TWELVE HUNDRED ($1,200.00)- - - - - - - - - - - - - - - - - - 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.

LIBER 121 PAGE 314

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 Mortgagee, his personal representatives, or assigns, or Harry J. Anderson duly authorized Attorney or Agent of the said Mortgagee, his 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 and 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 Twenty-five ($25.00) 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 his executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Twelve Hundred ($1,200.00) 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, his executors, administrators or assigns, to the extent of his lien or claim hereunder.

Witness our hand s and seal s

TEST:

Harry J. Anderson
HARRY J. ANDERSON

Wayne T. Hartman [SEAL]
WAYNE T. HARTMAN

Adelaide M. Hartman [SEAL]
ADELAIDE M. HARTMAN

[SEAL]

LIBER 931 PAGE 262

State of Maryland, CITY OF BALTIMORE, ss:

I Hereby Certify, that on this 20th day of May in the year one thousand nine hundred and fifty-five before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared GEORGE KLOSTERIDES, 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.

HARRY J. ANDERSON NOTARY PUBLIC CAT. MOT.

Harry J. Anderson
NOTARY PUBLIC

Recorded: May 31, 1955 at 9.25 A.M.

I hereby assign the mortgage unto Charles J. Atas, Attorney for purposes of foreclosure.

As witness my hand and seal this 18TH day of JULY, 1957.

Evelyn Manning
Evelyn Manning

George Klosterides (Seal)
George Klosterides,

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 NOV 26 PM 12:33
& RECORDED IN LIBER 8 H.H.
NO. 931 FOLIO 262
GEO. T. CROMWELL, CLERK

MORTGAGE

FROM

WAYNE T. HARTMAN and Wife

TO

GEORGE KLOSTERIDES

BLOCK NO.

Received for Record 31 May, 1957, at 5.20 o'clock A. M. Same day recorded in Liber 8 H.H. No. 931 Folio 262 &c., Land Records of A.A.Co.

and examined per
JOHN H. HOPKINS, 3rd Clerk
Clerk

Cost of Record, $ 4.50 Pd.

HARRY J. ANDERSON
ATTORNEY AT LAW
310 AMERICAN BLDG
BALTIMORE 2, Md.

In accordance with an Order of the Orphans Court for Baltimore County on June 5TH, 1959, I hereby assign the within mortgage unto Charles J. Atas, Attorney, for purposes of foreclosure.

AS WITNESS my hand and seal this 5TH day of June, 1959.

Harry J. Anderson
HARRY J. ANDERSON, Witness

Vasilios Klosterides (SEAL)
VASILIOS KLOSTERIDES, Executor of the Estate of George Klosterides, deceased

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 JUN -9 AM 9:39
& RECORDED IN LIBER 8 H.H.
NO. 931 FOLIO 262
GEO. T. CROMWELL, CLERK

9

IN THE ESTATE OF GEORGE KLOSTERIDES,

IN THE ORPHANS COURT FOR BALTIMORE COUNTY Equity 13,279

ESTATE NO. 17822.

LIBER 121 PAGE 316

Petition to allow an executor to make an assignment of a mortgage for the purpose of foreclosure

To the honorable, the judges of said court:

The petition of Vasilios Klosterides, executor in the estate of George Klosterides, respectfully represents unto this honorable court as follows:

(1) that upon the 6TH day of AUGUST, 1958, the petitioner was duly appointed executor under the Last Will and Testament of the decedent, George Klosterides, which will is admitted to probate and was so admitted upon the 6TH day of AUGUST, 1958;

(2) that in pursuance thereof, the said executor did post a bond within this court in the amount of$ 1,000.00, assuring faithful performance of his duties;

(3) that during the lifetime of the decedent a purchase money mortgage marked exhibit No. 1 hereafter was executed and recorded among the Land Records of Anne Arundel County, and that thereafter an assignment for foreclosure was made but that this mortgage was not foreclosed prior to the death of George Klosterides.

Wherefore this petitioner prays that this court will pass an order allowing the executor to make an assignment of the mortgage for the purposes of foreclosure.

And as in duty bound etc.

Vasilios Klosterides
VASILIOS KOSTERIDES,
Executor,

Complainants Exhibit "B"

FILED

1959 JUN 17 AM 9:10

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY THAT UPON 4TH DAY OF JUNE, 1959 PERSONALLY APPEARED VASILIOS KLOSTERIDES, THE EXECUTOR HEREIN AND BEING DULY SWORN DID AFFIRM THAT THE MATTERS AND FACTS STATED IN THIS PETITION ARE TRUE.

AS WITNESS MY HAND AND NOTARY SEAL.

Harry J. Anderson
NOTARY PUBLIC.

MY COMMISSION EXPIRES 5/1/1961.

7

ORDER OF COURT

Upon the aforegoing petition and affidavit it is this 5th day of June, 1959, by the Orphans Court for Baltimore County, ORDERED that the petition of the executor is granted and the executor is directed to make an assignement for foreclosure of the mortgage from Wayne T. Hartman and Adelaide M. Hartman, unto George Klosterides, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 931 folio 260, unto Charles J. Atas, for the purposes of foreclosure.

/s/ Arthur D. McCormick

/s/ Carmel M. Bindas

/s/ Matthew T. Hogan

IN TESTIMONY that the aforegoing is a true copy taken from "ORIGINAL" filed and of record in the office of the Register of Wills for Baltimore County, I hereunto subscribe my name and affix the seal of my office this 5th day of June, in the year of our Lord nineteen hundred and fifty-nine

Test:

Joseph P. Connor
Register of Wills for Baltimore County.

By E. W. Kallini Jr. Deputy Register

9

LIBER 121 PAGE 319

In the Matter of the Mortgaged real estate of Wayne T. Hartman and Adelaide M. Hartman, his wife,

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Equity No. 13229

Docket No.___, folio_____.

Statement of Mortgagee's Claim

The Statement of the mortgagee's claim, by Vasilios Klosterides executor of the Estate of George Klosterides, under his last will and testament, by Charles J. Atas, assignee for the purposes of foreclosure under said mortgage from Wayne T. Hartman and Adelaide M. Hartman, his wife, to George Klosterides, dated the 20th day of May, 1955, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 931, folio 260, and short assigned by Vasilios Klosterides, executor of the Estate of George Klosterides, deceased, to Charles J. Atas, by an order of the Orphans Court for Baltimore County dated the 5th day of June, 1959, and a copy certified of which is hereby attached shows as follows:

Principal Amount ----------	$1,200.00
Interest from the 20th day of May, 1955, unto the 9th day of June, 1959, at 6% per annum ----------	288.00,
Taxes unpaid and laid out by assignee to avoid tax sale ----------	17.47,
Tottal ----------	$ 1,505.47,
Payments made upon account --------	0
Balance due ----------	1,505.47,

Charles J. Atas
CHARLES J. ATAS, ASSIGNEE,

Vasilios Klosterides
VASILIOS KLOSTERIDES, EXECUTOR,

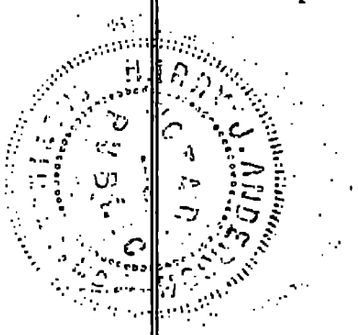
FILED

1959 JUN 17 AM 9:10

10

State of Maryland, City of Baltimore, to wit:

I hereby certify that upon this 9TH day of June, 1959, before me the subscriber a notary public of the City of Baltimore, State of Maryland, personally appeared Vasilios Klosterides, Executor under the Last Will and Testament of George Klosterides, and Charles J. Atas, assignee for the purposes of foreclosure, and made oath and 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.



Harry J. Anderson
NOTARY PUBLIC,

MY COMMISSION EXPIRES 5/1/1961,

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 121 PAGE 321

CITY OF BALTIMORE,
~~ANNE ARUNDEL COUNTY~~,
STATE OF MARYLAND, } ss:

I hereby certify that, on this #16TH day of June,
1959, , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne Arundel County~~ CITY OF BALTIMORE,

VASILIOS KLOSTERIDES, AND CHARLES J. ATAS,

plaintiffS, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

WAYNE T. AND ADELAIDE M. HARTMAN,

and 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 #16TH day of June, , 1959, .

Notarial Seal

Harry J. Anderson
HARRY ANDERSON, *Notary Public.*

My Commission will expire on: %? 5/1/1961

Filed,

12

FILED
1959 JUN 18 AM 10:13

CHARLES J. ATAS,
ATTORNEY AT LAW,
11 Delaware Avenue NE.,
Glen Burnie, Maryland,

LIBER 124 PAGE 322

Assignee's Mortgage Sale
of Valuable Fee Simple
Unimproved property

Under and by virtue of the power of sale contained in the mortgage dated the 20th day of May, 1955, from Wayne T. Hartman and Adelaide M. Hartman, his wife, unto George Klosterides, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 931, folio 260, and by mesne conveyance of assignments thereof recorded at the foot of the aforegoing mortgage, the undersigned as Assignee will offer for sale at public auction at the Courthouse door on Tuesday, August 4th, 1959, at 10:00 A.M.

All those 2 lots of ground lying in the County of Anne Arundel County, State of Maryland, in the 3rd Election District, and being known and designated as Lots No. 210, and 212, as laid out upon a plat entitled "Chelsea Beach, Plat No. 5," recorded among the Land Records of Anne Arundel in Plat Book No. 23, folio 35.

Terms of sale: a cash deposit of 20% of the purchase price will be required at time and place of sale, balance of purchase money in cash upon final ratification of said sale by the Circuit Court for Anne Arundel County and to bear interest from date of the sale to the date of settlement at the rate of 6% per annum. Taxes and all other expenses to be adjusted to day of sale.

CHARLES J. ATAS, Assignee,
ROBERT H. CAMPBELL, Auctioneer.

FILED
1959 JUN 22 PM 12:10

13

LIBER 10 PAGE 38 LIBER 121 PAGE 323

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,279 Equity

B ON D

KNOW ALL MEN BY THESE PRESENTS: That we, Charles J. Atas as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of - - - - - - - - Two Thousand Dollars ($2,000.00) - - - - - - - - - - - - - - - - - - - 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 8th day of July , 1959.

WHEREAS by virtue of a power of sale contained in a Mortgage from Wayne T. Hartman and Adelaide M. Hartman, his wife - - - - to George Klosterides - , bearing date on or about the 20th day of May , 1955, the said Charles J. Atas 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 Charles J. Atas as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS:

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

Charles J. Atas (SEAL)

Charles J. Atas, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By *J H Hopkins IV*

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

SURETY

Bond approved this 9th day of July 1959.
George T. Cromwell
Clerk

FILED 1959 JUL -9 PM 3:22

14

CHARLES J. ATAS
ATTORNEY AT LAW
11 Delaware Avenue, N.E
Glen Burnie, Maryland

Assignee's Mortage Sale

Of Valuable Fee Simple Unimproved Property

Under and by virtue of the power of sale contained in the mortgage dated the 20th day of May, 1955, from Wayne T. Hartman and Adelaide M. Hartman, his wife, unto George Klosterides, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 931, folio 260, and by mesne conveyance of assignments thereof recorded at the foot of the aforegoing mortgage, the undersigned as Assignee will offer for sale at public auction at the Courthouse door on

Tues., August 4, 1959
At 10:00 A. M., E.D.T.

All those 2 lots of ground lying in the County of Anne Arundel County, State of Maryland, in the 3rd Election District, and being known and designated as Lots No. 210, and 212, as laid out upon a plat entitled "Chelsea Beach, Plat No. 5," recorded among the Land Records of Anne Arundel in Plat Book No. 23, folio 35.

Terms of sale: a cash deposit of 20 per cent of the purchase price will be required at time and place of sale, balance of purchase money in cash upon final ratification of said sale by the Circuit Court for Anne Arundel County and to bear interest from date of the sale to the date of settlement at the rate of 6 per cent per annum. Taxes and all other expenses to be adjusted to day of sale.

CHARLES J. ATAS, Assignee,
ROBERT H. CAMPBELL,
Auctioneer.
jy-30

No. M. G. 9163

15

OFFI OF LIBER 121 PAGE 324

Maryland Gazette

Published by #13279

THE CAPITAL-GAZETTE PRESS, INC. Equity

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1959.

We hereby certify, that the annexed Assignee's Mortgage Sale Wayne T. Hartman

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 AUG -4 PM 3:39 By H. Tilghman

MR. CLERK, PLEASE FILE THIS IN THIS CASE.

CHARLES J. ATAS
ATTORNEY AT LAW

SOUTHFIELD 6-6820
ORCHARD 4-7600

11 DELAWARE AVE., N.E.
GLEN BURNIE, MD.

ANNAPOLIS ROAD
ODENTON, MD.

LIBER 121 PAGE 325

IN THE MATTER OF THE MORTGAGED PROPERTY OF WAYNET T. HARTMAN AND ADELAIDE M. HARTMAN,

EQUITY NO. 13279,
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,
August 4th, 1959,

I hereby certify that I did sell at Public Auction, August 4th, 1959, at 10:00 A. M. the following described property: Lots No. 210 and 212, Plat No. 5, Chelsea Beach, recorded among the Land Records of Anne Arundel County in Plat Book No. 23, folio 35, unto Vasilios Klosterides, executor of the estate of George Klosterides, for the sum of $400.00, that the sale was fairly made.

ROBERT CAMPBELL, AUCTIONEER,

WITNESS,

FILED
1959 AUG 24 AM 9:52

16

MR. CLER PLEASE FILE THIS IN EQUIT NO 13,279.

CHARLES J. ATAS
ATTORNEY AT LAW

SOUTHFIELD 6-6820
ORCHARD 4-7600

11 DELAWARE AVE., N.E.
GLEN BURNIE, MD.

ANNAPOLIS ROAD
ODENTON, MD.

LIBER 121 PAGE 326

August 21, 1959,

I hereby certify that upon this 4th day of August, 1959, at 10:00 A. M., that I did purchase Lots No. 212 and 210, Plat No. 5, Chelsea Beach, recorded among the Plat Records of Anne Arundel County in Plat No1 23, folio 35, for the sum of $400.00 in the name of the Estate of George Klosterides, and that the said sale was fairly made.

Vasilios Klosterides
VASILIOS KLOSTERIDES,

CJA/hm

FILED
1959 AUG 25 PM 3:30

17

LIBER 121 PAGE 327

IN THE MATTER OF THE MORTGAGE PROPERTY OF WAYNE T. HARTMAN AND ADELAIDE M. HARTMAN, HIS WIFE,

Equity No. 13,279,

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY,

Report of Sale

The report sale made by Charles J. Atas, assignee in the above entitled case duly appointed to make the sale of the property, to wit: Lots No. 210, and 212, as laid out upon a plat entitled "Chelsea Beach, Plat No. 5" and recorded among the Plat Records of Anne Arundel County in Plat Book No. 23, folio 35, and being the same property which by a mortgage dated the 20th day of May, 1955 from Wayne T. Hartman and Adelaide M. Hartman, his wife unto George Klosterides, and recorded among the Land Records of Anne Arundel County in J.H.H. No. 931, folio 260 and by mesne conveyances of assignment thereof recorded at the foot of the aforegoing mortgage, respectfully shows unto this honorable that after having given bond for the faithful performance of the trust imposed by the mortgage, which said bond duly thereafter was approved, and having given notice of the time, place manner and terms of this sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for time time starting upon the 7th day of July, 1959 and running to include the 16th, 23rd, 30th day of July, 1959, the said trustee did pursuatn to said declared notice upon the 4th day August, 1959, at 10:00 P.M. did attend at the front door of the Courthouse at Annapolis, and then and there sold the said property in these proceedings mentioned unto Vasilios Klosterides, Executor under the Last will and testament of George Klosterides, deceased for the net sum of four hundred dollars ($400.00), he being the highest at said sale and the said price being a fair price for

FILED
1959 AUG 25 AM 8:30

18

for the property in fee simple and that the sale was fairly made.

CHARLES J. ATAS, ASSIGNEE,

State of Maryland, County of Anne Arundel to wit:

I hereby certify that upon this 24th day of August, 1959 before me the subscriber, a Notary Public of the State of Maryland in and for the County aforegoing personally appeared Charles J. Atas, and being duly sworn did affirm the matters and facts stated in this report of sale are true and that the sale was fairly made.

MY COMMISSION EXPIRES 5/1/1961.

LIBER 121 PAGE 328

19

ORDER NISI

LIBER 121 PAGE 329

In the Matter of The Mortgage Property of Wayne T. Hartman and Adelaide M. Hartman, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,279 Equity

Ordered, this 25th day of August, 19 , That the sale of the Property in these proceedings mentioned made and reported by Charles J. Atas, Assignee

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

The report states that the amount of sale was $400.00

Geo. T. Cromwell, Clerk.

True Copy,

FILED 1959 AUG 25 AM 9:30

TEST: Clerk.

(Final Order)

In the Matter of The Mortgage Property of Wayne T. Hartman and Adelaide M. Hartman, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of October, 1959, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, JUDGE.

FILED

1959 OCT -2 PM 3:39

20

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 330

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,279 Equity
In the Matter of The Mortgage Property of
WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife

Ordered, this 25th day of August, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Charles J. Atlas, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

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

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,279

Wayne T. Hartman

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

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

No. M. G. 12912

FILED 1959 OCT -2 PM 1:39

31

LIBER 121 PAGE 331

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~vs.~~
Wayne T. Hartman
and
Adelaide M. Hartman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,279 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. Nicklaus
Auditor.

November 4, 1959

FILED
1959 NOV -6 AM 10:01

Dr. In the Matter of the Mortgaged Real Estate of Wayne T. Hartman and Adelaide M. Hartman, his wife — in ac.

To Assignee for Fee, viz:	25	00		
To Assignee for Commissions, viz:	27	00	52	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	49	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	20	00		
One-half Federal documentary stamps		28		
One-half State documentary stamps		55		
Garner F. Klair - notary fees		50	107	33
To Vasilios Klosterides, Executor of George Klosterides, deceased mortgagee- this balance on account mortgage claim	189	17	189	17
			400	00
Amount of mortgage claim filed	1,505	47		
Cr. Amount allowed above	189	17		
Balance subject to decree in personam	1,316	30		

23

with Charles J. Atas, Assignee Cr.

1959				
Aug.	4	Proceeds of Sale	400 00	400 00
				400 00

ORDER NISI LIBER 121 PAGE 334

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Wayne T. Hartman

and

Adelaide M. Hartman, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,279 Equity.

ORDERED, This 6th day of November, 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 14th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of December, 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 DEC 15 PM 2:41

D. Bowie Duckett

Judge

OFF OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 335

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,279 Equity

In the Matter of the Mortgaged Real Estate of
WAYNE T. HARTMAN and
ADELAIDE M. HARTMAN,
his wife

Ordered, this 6th day of November, 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 14th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,279 Auditor Account Wayne T. Hartman 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 14th day of December, 1959. The first insertion being made the 12th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 12190 1959 DEC -2 PM 3:10 By H. Tilghman

In the Matter of the Sale of the Mortgaged Real Estate of Maurice J. Lawton and Naomi L. Lawton, His Wife, Box 13-B, Ridge Road, Hanover, Maryland.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,364

* *

MR. CLERK:

Kindly docket suit in the above-entitled cause and file Mortgage, dated March 17, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1192, folio 281, marked "Complainant's Exhibit A" in said proceedings, default having taken place in said mortgage.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage
25 Baltimore-Annapolis Blvd.,N.W.
Glen Burnie, Md. (P. O. Box 247)

FILED
1959 AUG 11 PM 3:48

LIBER 121 PAGE 336

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 121 PAGE 337

LIBER 1192 PAGE 281 No. 13364 Fontz

PURCHASE MONEY

THIS MORTGAGE, Made this 17th day of March

in the year nineteen hundred and fifty-eight, by and between

Maurice J Lawton and Naomi L. Lawton, his wife,

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

Iredell Allen Fontz and Minna Fontz, his wife, , Mortgagees, of the second part:

Whereas, the parties of the first part are bona fide indebted unto the said parties of the second part in the full and just sum of Six Thousand ($6,000.00) Dollars; and

WHEREAS the said Mortgagors herein agree to repay said sum unto the said Mortgagees at a rate of Fifty Dollars ($50.00) per month with interest at six percent (6%) on the unpaid balance of purchase price; the first payment to be made hereunder on the first day of May, 1958.

The Mortgagors herein are privileged to prepay all or any part of this Mortgage at any time hereafter.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Maurice J. Lawton and Naomi L. Lawton, his wife,

do grant and convey unto Iredell Allen Fontz and Minna Fontz, his wife, ... their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the Fifth District, Anne Arundel County, aforesaid, and described as follows, to wit:—Beginning for the first thereof at a stone, a corner of the whole tract of land heretofore conveyed to Charles M. Cover, said stone being also the beginning of the first part of Lot No. 1, as shown on the plat herein referred to, and running from thence, South 1 deg. West 235 feet to the center of a avenue 30 feet wide; thence with the center of said avenue, South 76 deg. West 1181 feet; thence leaving said avenue and running across the whole tract, North 3 deg. 15' East 1260 feet to an iron rail in Deep Run Branch; thence with the outlines, South 57 deg. 15' East 396 feet; thence South 54 deg. 15' East 594'; thence South 55 deg. 30' East 32' and 5/100 of a foot to the place of beginning. Containing 21 acres, more or less. Being Lot No. 4 on the plat of subdivision of property of Thomas S. German, recorded in Liber JWW 9, Folio 391.

BEGINNING for the second thereof on the south side of Deep Run at the end of the fourth line of said whole parcel of ground and running thence on the 5th line thereof, South 3 deg. 15' West 1260 feet to the end of said line; thence North 12 deg. 21 feet to intersect said fourth line and thence on the same North 62 deg. 45' East 80 feet to the place of beginning. Containing one acre, more or less, and being part of Lot 1 on the above mentioned plat.

EXCEPTING thereout all that tract conveyed by Grantors herein to the State of Maryland.

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1959 AUG 11 PM 3:48

COMPLAINANT'S EXHIBIT
A

BEING the same two lots of ground which by deed, dated December 23, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH 731, Folio 29, were conveyed by Florence Fontz, widow, to said Iredell Allen Fontz and Minna Fontz, his wife.

BEING also the same lots of ground which by deed of even date and recorded prior hereto, or so intended, were conveyed by Iredell Allen Fontz and Minna Fontz, his wife, unto the said Maurice J. Lawton and Naomi L. Lawton, His Wife.

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 Iredell Allen Fontz and Minna Fontz, his wife, **their heirs and assigns, forever.**

Provided, that if the said Maurice J. Lawton and Naomi L. Lawton, his wife,

their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagees, their personal representatives, or assigns or Frankie D. Wilson **duly authorized Attorney or Agent**

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

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

And it is agreed that, until default be made in the premises, the said parties of the first part, their --------- executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said 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 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the hand s and seal s.

TEST:

Michael Demyan
Michael Demyan

Maurice J. Lawton [SEAL]
Maurice J. Lawton

Naomi L. Lawton [SEAL]
Naomi L. Lawton

[SEAL]

State of Maryland, Anne Arundel County, ss: LIBER 1192 PAGE 284

I Hereby Certify, that on this 17th day of March in the year one thousand nine hundred and fifty-eight before me, A Notary Public of the State of Maryland, in and for the Anne Arundel County aforesaid, personally appeared Maurice J. Lawton and Naomi L. Lawton, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Iredell Allen Fontz and Minna Fontz, 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.

MICHAEL DEMYAN NOTARY PUBLIC ANNE ARUNDEL

Rec'd for record MAR 24 1958 at 4.34 P.M.
Mailed to John Demyan, Jr

Michael Demyan
Michael Demyan Notary Public

LIBER 121 PAGE 340

In the Matter of the Sale of the Mortgaged Real Estate of Maurice J. Lawton and Naomi L. Lawton, His Wife, Box 13-B, Ridge Road, Hanover, Maryland.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13364

STATEMENT OF MORTGAGE ACCOUNT

BALANCE DUE ON MORTGAGE DATED MARCH 17, 1958, FROM MAURICE J. LAWTON AND NAOMI L. LAWTON, HIS WIFE TO IREDELL ALLEN FONTZ AND MINNA FONTZ, HIS WIFE. - $5,796.28

INTEREST FOR THE MONTHS OF JULY AND AUGUST - - - 57.98
(1959) TOTAL $5,854.26

August 10, 1959. Frankie Wilson
Frankie Wilson, Attorney named in mortgage,
25 Baltimore-Annapolis Blvd., N. W.,
Glen Burnie, Md. (P. O. Box 247)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 11th day of August, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, President of Maryland National Building and Loan Association, Inc., and made oath in due form of law that the above Mortgage Account of Maurice J. Lawton and Naomi L. Lawton, his wife, is true and bona fide.

AS WITNESS my hand and Notarial Seal.

Frankie Wilson Notary Public

My commission expires May 1, 1961

FRANKIE D. WILSON NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED
1959 AUG 11 PM 3:48

6

No. 13,364 Equity

Frankie Wilson, Attorney,
25 Baltimore-Annapolis Blvd.,N.W., Glen Burnie, Maryland

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MAURICE J. LAWTON AND NAOMI L. LAWTON, HIS WIFE, 21 ACRES, IN FEE SIMPLE, AND IMPROVEMENTS, RIDGE ROAD, HANOVER, MARYLAND, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

LIBER 121 PAGE 341

Under and by virtue of the power and authority contained in a Mortgage from Maurice J. Lawton and Naomi L. Lawton, his wife, dated March 17, 1958 and duly recorded among the Records of Anne Arundel County in Liber GTC 1192, Folio 281 (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at Public Auction, at the door of the Court House in Annapolis, on

Monday, September 14th, 1959

at 11:00 A.M.

all that lot of ground and improvements thereon located on Ridge Road, Fifth Election District, Anne Arundel County, and described as follows:

BEGINNING for the first thereof at a stone, a corner of the whole tract of land heretofore conveyed to Charles M. Cover, said stone being also the beginning of the first part of Lot No. 1, as shown on the plat herein referred to, and running from thence, South 1 deg. West 235 feet to the center of an avenue 30 feet wide; thence with the center of said avenue, South 76 deg. West 1181 feet; thence leaving said avenue and running across the whole tract, North 3 deg. 15' East 1260 feet to an iron rail in Deep Run Branch; thence with the outlines, South 57 deg. 15' East 396 feet; thence South 54 deg. 15' East 594'; thence South 55 deg. 30' East 32' and 5/100 of a foot to the place of beginning. Containing 21 acres, more or less. Being Lot No. 4 on the plat of subdivision of property of Thomas S. German, recorded in Liber WNW 9, Folio 391.

BEGINNING for the second thereof on the south side of Deep Run at the end of the fourth line of said whole parcel of ground and running thence on the 5th line thereof, South 3 deg. 15' West 1260 feet to the end of said line; thence North 12 deg. 21 feet to intersect said fourth line and thence on the same

1959 AUG 11 PM 3:43

7

North 62 deg. 45' East 80 feet to the place of beginning. Containing one acre, more or less, and being part of Lot 1 on the above mentioned plat.

EXCEPTING thereout all that tract conveyed by Grantors herein to the State of Maryland.

BEING the same lots of ground which by Deed of March 17, 1958 and recorded among the aforesaid Land Records prior to said Mortgage, were conveyed by Iredell Allen Fontz and Minna Fontz, his wife, unto the said Maurice J. Lawton and Naomi L. Lawton, his wife.

TERMS OF SALE: A deposit of one thousand dollars ($1,000.00) will be required of the purchaser at time of sale, with interest at six percent (6%) and documentary stamps, taxes to be adjusted to date of sale, balance purchase price upon ratification.

Frankie Wilson

Frankie Wilson, Attorney named in mortgage

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3*

LIBER 10 PAGE 69

No. 15364 Equity

LIBER 121 PAGE 343

KNOW ALL MEN BY THESE PRESENTS:

That we, Frankie Wilson, 24 Baltimore-Annapolis Boulevard, N.W., P. O. Box 247, Glen Burnie, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 - - ($7,500.00) - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of August in the year of our Lord 1959

Whereas, the above bounden Frankie Wilson

by virtue of the power contained in a mortgage from Maurice J. Lawton and Naomi L. Lawton, his wife

to Iredell Allen Fontz and Minna Fontz, his wife

bearing date the 17th day of March, 1958 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1192 Folio 281 and Frankie Wilson

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 Frankie Wilson

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

In Testimony Whereof, the above bounden Frankie Wilson

has hereto set her hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Walton D. Wilson — Frankie Wilson (SEAL)
Frankie Wilson

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

By Joseph C. McHugh
Joseph C. McHugh *Attorney-in-Fact*

MD3228a—500. 10-57 147555
Mortgagee's or Attorney's Bond

FILED
1959 AUG 15 AM 10:00

Bond Approved this 15th day of August 1959.
George T. Cromwell, Clerk

FRANKIE WILSON
Attorney
25 Baltimore-Annapolis Bl—
N.W., Glen Burnie, Mary!

Mortgage Sale

IN THE MATTER OF THE SALE OF THE MORTGAGE REAL ESTATE OF MAURICE J. LAWTON AND NAOMI L. LAWTON, HIS WIFE, 21 ACRES, IN FEE SIMPLE, AND IMPROVEMENTS, RIDGE ROAD, HANOVER, MARYLAND, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a Mortgage from Maurice J. Lawton and Naomi L. Lawton, his wife, dated March 17, 1958 and duly recorded among the Records of Anne Arundel County in Liber GTC 1192, Folio 281 (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at Public Auction, at the door of the Court House in Annapolis, on

Monday, Sept. 14, 1959 at 11:00 A. M.

All that lot of ground and improvements thereon located on Ridge Road, Fifth Election District, Anne Arundel County, and described as follows:

BEGINNING for the first thereof at a stone, a corner of the whole tract of land heretofore conveyed to Charles M. Cover, said stone being also the beginning of the first part of Lot No. 1, as shown on the plat herein referred to, and running from thence, South 1 deg. West 235 feet to the center of an avenue 30 feet wide; thence with the center of said avenue, South 76 deg. West 1181 feet; thence leaving said avenue and running across the whole tract, North 3 deg. 15' East 1260 feet to an iron rail in Deep Run Branch; thence with the outlines, South 57 deg. 15' East 396 feet; thence South 54 deg. 15' East 594'; thence South 55 deg. 30' East 32' and 5-100 of a foot to the place of beginning. Containing 21 acres, more or less. Being Lot No. 4 on the plat of subdivision of property of Thomas S. German, recorded in Liber WNW 9, Folio 391.

BEGINNING for the second thereof on the south side of Deep Run at the end of the fourth line of said whole parcel of ground and running thence on the 5th line thereof, South 3 deg. 15' West 1260 feet to the end of said line; thence North 12 deg. 21 feet to intersect said fourth line and thence on the same North 62 deg. 45' East 80 feet to the place of beginning. Containing one acre, more or less, and being part of Lot 1 on the above mentioned plat.

EXCEPTING thereout all that tract conveyed by Grantors herein to the State of Maryland.

BEING the same lots of ground which by Deed of March 17, 1958 and recorded among the aforesaid Land Records prior to said Mortgage, were conveyed by Iredell Allen Fontz and Minna Fontz, his wife, unto the said Maurice J. Lawton and Naomi L. Lawton, his wife.

TERMS OF SALE: A deposit of one thousand dollars ($1,000.00) will be required of the purchaser at time of sale, with interest at six per cent (6 per cent) and documentary stamps, taxes to be adjusted to date of sale, balance purchase price upon ratification.

FRANKIE WILSON,
Attorney named in mortgage

S-3

ROBERT H. CAMPBELL,
Auctioneer.

s-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 344

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1959

We hereby certify, that the annexed

Mortgagee Sale

Maurice J. Lawton

13,364

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 September, 1959. The first insertion being made the 13th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 SEP 10 PM 1:19

By H. Tilghman

In the Matter of the Sale	:	
	:	IN THE CIRCUIT COURT
of the Mortgaged	:	
	:	FOR ANNE ARUNDEL COUNTY
Real Estate of	:	
	:	EQUITY NO. 13,364
Maurice J. Lawton and	:	
	:	
Naomi L. Lawton, His Wife	:	

LIBER 121 PAGE 345

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Frankie Wilson, Attorney named in Mortgage, dated March 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC 1192, Folio 281, from Maurice J. Lawton and Naomi L. Lawton, His Wife, to Iredell Allen Fontz and Minna Fontz, His Wife, which mortgage is filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for four weeks preceding the date of sale, Frankie Wilson, Attorney, under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) and pursuant to the said notice, on the 14th day of September, 1959, at 11:00 A.M., at the door of the Court House in Annapolis, and then and there sold the property described in said mortgage, which property is more particularly described as follows: Fifth Election District, A. A. Co.
Ridge Road, Hanover, Md.

BEGINNING for the first thereof at a stone, a corner of the whole tract of land heretofore conveyed to Charles M. Cover, said stone being also the beginning of the first part of Lot No. 1, as shown on the plat herein referred to, and running from thence, South 1 deg. West 235 feet to the center of an avenue 30 feet wide; thence with the center of said avenue, South 76 deg. West 1181 feet; thence leaving said avenue and running across the whole tract, North 3 deg. 15' East 1260 feet to an iron rail in Deep Run Branch; thence with the outlines, South 57 deg. 15' East 396 feet; thence South 54 deg. 15' East 594'; thence South 55 deg. 30' East 32' and 5/100 of a foot to the place of beginning. Containing 21 acres, more or less. Being Lot No. 4 on the plat of subdivision of property of Thomas S. German, recorded in Liber WNW 9, Folio 391.

FILED
1959 SEP 16 PM 10:56

BEGINNING for the second thereof on the south side of Deep

Run at the end of the fourth line of said whole parcel of ground and running thence on the 5th line thereof, South 3 deg. 15' West 1260 feet to the end of said line; thence North 12 deg. 21 feet to intersect said fourth line and thence on the same North 62 deg. 45' East 80 feet to the place of beginning. Containing one acre, more or less, and being part of Lot 1 on the above mentioned plat.

EXCEPTING thereout all that tract conveyed by Grantors herein to the State of Maryland.

BEING the same lots of ground which by Deed of March 17, 1958 and recorded among the aforesaid Land Records prior to said Mortgage, were conveyed by Iredell Allen Fontz and Minna Fontz, His Wife, unto the said Maurice J. Lawton and Naomi L. Lawton, His Wife, subject to restrictions of record affecting said property.

TERMS OF SALE: Deposit of One Thousand Dollars ($1,000.00) at time of sale and the balance upon ratification of said sale by the Circuit Court for Anne Arundel County, with interest at 6% from date of sale to settlement; revenue stamps, taxes, etc. to be adjusted to date of sale.

The said property was sold, as aforesaid, to Iredell Allen Fontz and Minna Fontz, His Wife, at and for the sum of Six thousand two hundred and 00/100 dollars ($6,200.00), the said purchaser being then and there the highest bidder, and that said sale was fairly made.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of September, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth are true to the best of her knowledge and belief.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

12

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of Maurice J. Lawton and Naomi L. Lawton, His Wife
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,364 Equity

LIBER 121 PAGE 347

Ordered, this 16th day of September, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Frankie Wilson, Attorney Named in Mortgage

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.

The report states that the amount of sale was $6,200.00

Edgar T. Cromwell Clerk.

True Copy,

FILED 1959 SEP 16 AM 10:56

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of Maurice J. Lawton and Naomi L. Lawton, His Wife
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of Nov., 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. Crane
JUDGE.

FILED

1959 NOV -2 PM 3:55

13

25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland

EQUITY NO. 13,364

LIBER 121 PAGE 348

Mortgage Sale of Fee Simple Property of MAURICE J. LAWTON AND NAOMI L. LAWTON, HIS WIFE, Box 13-B, Ridge Road, Hanover, Maryland, Fifth Election District, Anne Arundel County, in the State of Maryland, on

MONDAY, September 14, 1959 at 11:00 A.M.

I HEREBY CERTIFY That sale of 21 Acres, Ridge Road, Hanover, Maryland, described in Mortgage from Maurice J. Lawton and Naomi L. Lawton, His Wife, to Iredell Allen Fontz and Minna Fontz, His Wife, recorded among the Land Records of Anne Arundel County in Liber GTC 1192, folio 281, has this 14th day of September, 1959, been sold by me at Public Auction, at the door of the Court House in Annapolis, to

Iredell Allen Fontz and Minna Fontz, His Wife.

for the sum of **Six thousand two hundred and 00/100 ($6,200.00)** Dollars, and that said sale was fairly made.

Robert H. Campbell, Auctioneer

FILED

1959 SEP 22 AM 10:48

14

25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland

EQUITY 13,364

LIBER 121 PAGE 349

September 14, 1959

PURCHASERS AGREEMENT

That XX (we) Iredell Allen Fontz and Minna L. Fontz, his wife,

purchasers of 21 Acres, Ridge Road, Hanover, Maryland, Fifth Election District, Anne Arundel County, as described in Mortgage dated March 17, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1192, Folio 281, this 14th day of September, 1959, sold at public auction at the door of the Court House in Annapolis, at and for the sum of Sixty-two Hundred - - - - - - - ($6200.00) - - - - - - - - - - Dollars, the sum of one thousand dollars ($1,000.00) being paid in accordance with the terms of sale, and the purchaser to pay the remainder upon ratification by the Circuit Court for Anne Arundel County, with 6% interest from date of sale, and adjustment of taxes, and other expenses to date of sale, together with documentary stamps.

AS WITNESS our hands and seals the day and year above written.

WITNESS:

Frankie Wilson

Iredell Allen Fontz (SEAL)

Minna L. Fontz (SEAL)

FILED

1959 SEP 22 AM 10:30

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 350

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,364 Equity

In the Matter of the Sale of the Mortgaged Real Estate of MAURICE J. LAWTON and NAOMI L. LAWTON, his wife

Ordered, this 16th day of September, 1959, That the sale of the Property in these proceedings mentioned made and reported by Frankie Wilson, Attorney Named in Mortgage, 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.

The report states that the amount of sale was $6,200.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,364

Sale

Maurice J. Lawton

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 11469 1959 OCT 29 AM 10:13

16

LIBER 121 PAGE 351

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xxx~~
Maurice J. Lawton
and
Naomi L. Lawton, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,364 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. Ecklung
Auditor.

October 27, 1959

FILED
1959 NOV -9 PM 12:33

Copy of Order Nisi recei. this 10 day of Nov. 1959 - MARYLAND GAZETTE
The Capital-Gazette Press Inc.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Maurice J. Lawton and Naomi L. Lawton, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	217	09	317	09
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	82	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md.-bond premium	30	00		
Robert H. Campbell - auctioneer's fee	25	00		
Vivian D. Schaumloeffel - notary fee		50	164	74
To Attorney for Taxes, viz:				
1959 State and County taxes ($34.71) -				
8 months 14 days	24	59	24	59
To Iredell A. Fontz and Minna Fontz, his wife, mortgagees - this balance on account mortgage claim	5,678	48	5,678	48
			6,236	40
Amount of mortgage claim filed	5,854	26		
Interest on principal balance of $5,796.28 to 9/14/59 - 14 days	13	67		
	5,867	93		
Cr. Amount allowed above	5,678	48		
Balance subject to decree in personam	189	45		

with Frankie Wilson, Attorney named in Mortgage Cr.

1959						
Sept.	14	Proceeds of Sale	6,200	00		
		Interest on deferred payment of $5,200.00 to 10/26/59	36	40	6,236	40
					6,236	40

LIBER 121 PAGE 354

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~VERSUS~~
Maurice J. Lawton
and
Naomi L. Lawton, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,364 Equity.

ORDERED, This 9th day of November, 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 14th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

George T. Cromwell
clerk

1959 NOV 9 PM 12:38

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of December, 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 DEC 15 PM 2:01

O. Marie Duckett

2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 355

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,364

Auditor Account

Maurice J. Lawton

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 14th day of December, 1959. The first insertion being made the 12th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,364 Equity

In the Matter of the Sale of the Mortgaged Real Estate of MAURICE J. LAWTON and NAOMI L. LAWTON, his wife

Ordered, this 9th day of November, 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 14th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-24

FILED

No. M. G. 1-2 1959 DEC -2 PM 3:19

21

Frankie Wilson & Sons, Inc. (A Body Corporate) 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT vs Nellie S. Nevitt and Mildred Thomas, 1356 Kenyon Street, Washington, D. C. Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in Lots 22 to 32, inclusive, Block D and Lots 37, 38 & 39, Block C, GARLAND, Plat 2, as shown on Plat recorded WNW 3, folio 20. RESPONDENTS	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,403 Equity

LIBER 121 PAGE 356

BILL OF COMPLAINT

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Complainant respectfully shows:

1. That by deed, dated July 16, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH 370, folio 169, C. Albert Hodges, Joseph H. Pepper, late County Treasurers, Thomas W. Davis, Treasurer, and the County Commissioners of Anne Arundel County conveyed to Walton Dismukes Wilson Lots 22 to 32, inclusive, Block D Garland, and Lots 37, 38 and 39, Block C Garland, as shown on Plat No. 2, recorded among the Land Records of Anne Arundel County in Plat Book WNW 3, folio 20, now Plat Book No. 4 , Folio 4 , the original of which is filed herewith, marked "Complainant's Exhibit No. 1", and prayed to be taken as a part hereof.

2. That by deed, dated October 1, 1949, and recorded among the aforesaid Land Records in Liber JHH 541, folio 75, Walton Dismukes Wilson, et al. conveyed the aforesaid lots, among others, to Frankie Wilson & Sons, Inc., Complainant herein, a certified copy of which is filed herewith, marked "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.

3. That the County Commissioners acquired their interest in said lots by purchase at a public sale of said lots, sold by

FILED
1959 SEP -9 AM 11:53

Joseph H. Pepper, County Treasurer, on October 13, 1936, for the sum of $43.03, some of which lots were erroneously sold as Lots 22 to 31, Block K GARLAND, and the owners erroneously advertised and reported as Nellie S. and Mildred Thomas Nevitt instead of, as conveyed by deed, dated January 6, 1927, by The J. Baker Boyd Corporation to Nellie S. Nevitt and Mildred Thomas, recorded among the aforesaid Land Records in Liber FSR 11, folio 53, a certified copy of which deed is filed herewith, marked "Complainant's Exhibit No. 3" and prayed to be taken as a part hereof.

4. That on the 8th day of September, 1959, Edward M. Dunn, Treasurer and Collector of Anne Arundel County, issued Tax Sale Certificate No. 2825 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Section 89-I of the Annotated Code of Maryland (1943 Supplement), as Amended. Said Certificate is attached hereto and marked "Complainant's Exhibit No. 4" and prayed to be taken as a part hereof.

5. That on the date of sale, as above set forth, the said lots were assessed to Nellie S. Nevitt and Mildred Thomas, according to Tax Roll, Equity and Orphans' Court records of Anne Arundel County.

6. To redeem the lots, it is necessary that the Defendants pay the sum of $43.03, together with interest from date of sale, and reimburse the Complainant for amounts due under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland (1943 Supplement), as Amended.

7. Said properties have not been redeemed by any party of interest although more than one year and a day from the date of sale has expired.

8. The Complainant prays for Order of Publication, directed to all parties of interest.

9. The Complainant prays the Court to pass a final Decree, foreclosing all rights of redemption of the Respondents, their heirs, next of kin and all other persons claiming by, through

(Sheet #3)

or under them.

Frankie Wilson

Frankie Wilson, Solicitor for
Complainant
25 Baltimore-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland.

LIBER 121 PAGE 358

Frankie Wilson & Sons, Inc.
By: Walton D. Wilson
Walton D. Wilson,
Vice President,
COMPLAINANT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7TH day of September, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, Vice President of Frankie Wilson & Sons, Inc., and made oath in due form of law, that the matters and facts, as set forth in the foregoing Bill of Complaint, are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

3

THIS DEED, Made this 16 day of ~~June~~ July, in the year one thousand nine hundred and forty-six, by C. Albert Hodges and Joseph H. Pepper, late County Treasurers of Anne Arundel County, and Thomas W. Davis, Treasurer of said County, and the County Commissioners of Anne Arundel County, a body corporate, of the first part, and Walton Dismukes Wilson, of the same County, of the second part.

WHEREAS default having occurred in the payment of State, County and School taxes due and owing on the properties hereinafter mentioned, and at the time said taxes became due and owing the then County Collector of State, County and School taxes, under and by virtue of the provisions of the laws of the State of Maryland, in compliance with the duties thereof imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to and did sell the hereinafter described properties to enforce the payment of said taxes so in default; and

WHEREAS, the then County Treasurer, as aforesaid, sold the properties hereinafter described at public sale to the County Commissioners of Anne Arundel County, they being the highest bidder therefor; and

WHEREAS the said sales have been duly reported to the Circuit Court for Anne Arundel County, and the proceedings have been found legal and the provisions of the law complied with, orders nisi were duly passed thereon; and

WHEREAS after the publication of said orders nisi, as required by law, the said sales were finally ratified and confirmed by the said Circuit Court and the then County Treasurer, as aforesaid, is authorized by law to execute this deed, and

WHEREAS, James A. Walton, one of the aforesaid Treasurers, having departed this life during his term as Treasurer, and the aforesaid Thomas W. Davis having been duly appointed and qualified as the successor to the aforesaid James A. Walton, deceased, is duly authorized, according to law, to execute this deed, all of which will appear in more detail by reference to the following tax sale proceedings recorded in the Circuit Court for Anne Arundel County:

No. 3379, "In the Matter of Tax Sale of the Land of Frank Leonard and Margaret Leonard, his wife."

No. 3385, "In the Matter of Tax Sale of the Land of Nellie S. Nevitt and Mildred Thomas"

No. 4133, "In the Matter of Tax Sale of the Land of Grace M. Holt."

Complainants Exhibit #1 EXH 1

1959 SEP -9 PM 11:50

4

No. 5756, "In the Matter of Tax Sale of the Land of William D. Levy and wife"
No. 4175, "In the Matter of Tax Sale of the Land of Henry Ozman and Ida Ozman.
No. 4233, "In the Matter of Tax Sale of the Land of Stanislaw Wisniewski"

WHEREAS, the County Commissioners of Anne Arundel County, a body corporate, have sold said properties in said proceedings mentioned unto the said Walton Dismukes Wilson;

NOW, THEREFORE THIS DEED WITNESSETH, That for and in consideration of the sum of Five Dollars, the parties of the first part do hereby grant and convey unto Walton Dismukes Wilson, his heirs and assigns, in fee simple, all those lots, pieces or parcels of land situate and lying in Garland, Fifth District of Anne Arundel County, designated as follows:

(1) Lots 7, 8 and 9, Block "E" Garland Plat No. 2, being the same lots which by deed, dated October 22, 1931, recorded among Land Records of Anne Arundel County in Liber F.S.R. No. 93, folio 366, was deeded by The Garland Development Co., Inc., to said Frank Leonard and Margaret Leonard, his wife.

(2) Lots 21 and 22, Block H, Plat No. 2 of Garland, being the same which by deed, dated February 25, 1931, and recorded among aforesaid Land Records in Liber F.S.R. No. 83, folio 355, were deeded by the Garland Development Co.,Inc. to said William D. Levy and Catherine Levy, his wife.

(3) Lots 22 to 32, inclusive, Block D of Garland, Plat No. 2
" 37, 38, 39, Block C. of Garland, Plat No. 2

being the same lots which by deed, dated January 6, 1927, recorded among the aforesaid Land Records in Liber F.S.R. No. 11, folio 53, were granted and conveyed by J. Baker Boyd Corporation to Nellis S. Nevitt and Mildred Thomas.

(4) Lots 31 and 32 Block M of Garland, Plat No. 2 Addition, being the same lots which by deed, dated September 28, 1931, and recorded among the aforesaid Land Records in Liber F.S.R. No. 90, folio 66, were granted and conveyed by Garland Development Co., Inc. to Grace M. Holt.

(5) Lots 49, 50 and 51, Block M, Garland, addition to Plat No. 2, being the same lots which by deed, dated August 14, 1931, and recorded among the aforesaid Land Records in Liber F.S.R. No. 89, folio 382, were granted and conveyed by Columbus M. George &c. to Henry Ozman and Ida M. Ozman, his wife.

(6) Lots 13 and 14, Block R, Garland, Addition to Plat No. 2, being the same lots which by deed, dated November 6, 1929, and recorded among the aforesaid Land Records in Liber F.S.R. No. 61, folio 453, were granted and conveyed by J. Baker Boyd Corporation to Stanislaw Wisniewski and Leokadia Wisniewski, his wife.

5

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Walton Dismukes Wilson, his heirs and assigns in fee simple.

WITNESS the hands and seals of the Late Treasurers and Treasurer of Anne Arundel County, together with the signature of the President of the County Commissioners of Anne Arundel County and its corporate seal.

TEST:

William H Riley
WILLIAM H. RILEY

C Albert Hodges (SEAL)
C. Albert Hodges, Late County Treasurer.

Joseph H Pepper (SEAL)
Joseph H. Pepper, Late County Treasurer.

Thos W Davis (SEAL)
Thomas W. Davis, Treasurer Anne Arundel County

THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,

R. Harry Arnold
R. HARRY ARNOLD, Clerk

By John J Levay
John J. Levay, President

(Corporation Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 16 day of June, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared C. Albert Hodges and Joseph H. Pepper, Late County Treasurers, and Thomas W. Davis, Treasurer Anne Arundel County, and John J. Levay, President of County Commissioners of Anne Arundel County, and each respectively acknowledged the foregoing deed to be his act, and that of the body corporate.

AS WITNESS my hand and Notarial Seal.

Theodore T Pantaleo
THEODORE T. PANTALEO Notary Public.

6

Ex All Taxes pa to + Incl. 1946 in Purchase Price W H Riley

I hereby certify the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold,
Clerk

D E E D

FROM

C. ALBERT HODGES,
JOSEPH H. PEPPER,
THOMAS W. DAVIS,
TREASURERS

AND

COUNTY COMMISSIONERS OF ANNE ARUNDEL CO.

ALL RELEASED

TO

WALTON DISMUKES WILSON

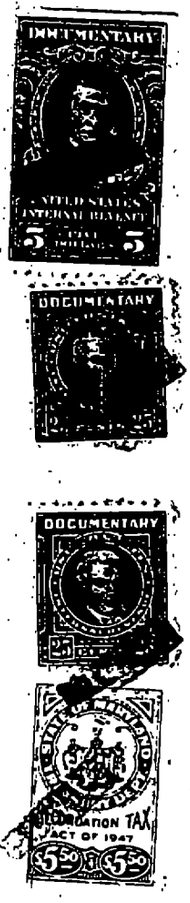
Lots Nos.	22 to 32	inclusive	Blk	D	Garland
"	37-38-39	Released	"	C	"
"	7-8-9	Released	"	E G	" R
"	21-22	Released	"	H	"
"	31-32	Released	"	M	"
"	49-50-51	Released	"	M	"
"	13-14	Sold Released	"	R	"

16
July 1946 at 2 P.
No. 370 Pg. 169

John H. Holmes 3rd
Frankie Wilson
Attorney at Law
Linthicum Heights, Maryland

Approved: 7/2/46 [illegible]
Benj. Michaelson
Counsel to Board

400
50
450



THIS DEED, Made this 1st day of October in the year one thousand nine hundred and forty-nine, by Walton Dismukes Wilson and Kenneth E. Wilson, of Anne Arundel County, in the State of Maryland, of the first part, GRANTORS, and Frankie Wilson & Sons, Inc., a body corporate of the State of Maryland, of the second part, GRANTEE.

WITNESSETH, That in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey unto the said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple all those lots of ground situate in the County of Anne Arundel, State of Maryland, described in the following deeds:

1. Deed, dated February 26, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 399, folio 215, from Lester L. Barrett and George B. Woelfel, Trustees to Walton D. Wilson and Kenneth E. Wilson.

2. Deed, dated October 21, 1946, and recorded among aforesaid Land Records in Liber JHH No. 396, folio 285, from Frankie Wilson to Walton Dismukes Wilson.

3. Deed, dated November 23, 1945, and recorded among aforesaid Land Records in Liber JHH No. 391, folio 181, from Frankie Wilson to Walton D. Wilson.

4. Deed, dated July 12, 1946, and recorded among aforesaid Land Records in Liber JHH No. 370, folio 197, from C. Albert Hodges, et als. to Walton Dismukes Wilson.

5. Deed, dated August 9, 1947, and recorded among aforesaid Land Records in Liber JHH No. 424, folio 30, from Frank Leonard and wife to Walton Dismukes Wilson.

6. Deed, dated October 1, 1947, and recorded among aforesaid Land Records in Liber JHH No. 436, folio 179, from Stanislaw Wisniewski and wife to Walton D. Wilson.

7. Deed, dated October 19, 1948, and recorded among aforesaid Land Records in Liber JHH No. 495, folio 444, from Joseph H. Griscom, Sr., et al. to Walton D. Wilson.

8. Deed, dated April 26, 1947, and recorded among aforesaid Land Records in Liber JHH No. 406, folio 238, from F. Irvin Smith, et als. to Walton D. Wilson.

9. Deed, dated July 29, 1947, and recorded among aforesaid Land Records in Liber JHH No. 422, folio 440, from Robert A. Gilbert and wife to Walton D. Wilson.

10. Deed, dated March 23, 1948, and recorded among aforesaid Land Records in Liber JHH No. 461, folio 421, from Joseph H. Griscom, Sr., et al. to Walton Dismukes Wilson.

11. Deed, dated September 2, 1947, and recorded among aforesaid Land Records in Liber JHH No. 461, folio 425, from Lewis E. Davis to Walton D. Wilson.

12. Deed, dated September 24, 1947, and recorded among aforesaid Land Records in Liber JHH No. 461, 427, from Anthony J. Ena and wife to Walton D. Wilson.

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EXH 2

8

13. Deed, dated July 22, 1948, and recorded among aforesaid Land Records in Liber JHH No. 481, folio 73, from Robert E. Borland, Jr. and wife to Walton Dismukes Wilson.

14. Deed, dated October 31, 1947, and recorded among aforesaid Land Records in Liber JHH No. 440, folio 561, from David F. Walker and wife to Walton D. Wilson.

15. Deed, dated May 13, 1948, and recorded among aforesaid Land Records in Liber JHH No. 469, folio 461, from Henry N. Hoke and George L. Hoke to Walton D. Wilson.

16. Deed, dated December 20, 1947, and recorded among aforesaid Land Records in Liber JHH No. 454, folio 544, from Rita G. Owens to Walton D. Wilson.

17. Deed, dated January 28, 1948, and recorded among aforesaid Land Records in Liber JHH No. 457, folio 67, from Frankie Wilson to Walton D. Wilson.

18. Deed, dated April 3, 1948, and recorded among aforesaid Land Records in Liber JHH No. 460, folio 231, from Harry Nelson, et als. to Ruth S. Newman and Walton D. Wilson.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the said lots or parcels of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said GRANTORS:

TEST: Walton D. Wilson (SEAL)
Walton Dismukes Wilson

Frankie D. Wilson
Frankie D. Wilson

Kenneth E. Wilson (SEAL)
Kenneth E. Wilson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 1st day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton Dismukes Wilson and Kenneth E. Wilson, the GRANTORS in the aforegoing deed, and they acknowledged the same to be their act.

AS WITNESS my hand and Notarial Seal.

Recorded- 4th-Oct.-1949-at-11:45-A.M. Frankie D. Wilson - Notary Public.

My commission expires x May 7, 1951

LIBER 121 PAGE 365

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a ture copy of a Deed as recorded in J. H. H 541 Folio 75-76, 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 4 day of September, 1959.

George T. Cromwell

George T. Cromwell, Clerk

16

This Deed, Made this 6th day of January, in the year nineteen hundred and twenty-seven, by and between The J. Baker Boyd Corporation, a body corporate, duly incorporated under the laws of the State of Maryland, of the first part, and Nellie S. Nevitt and Mildred Thomas, of Baltimore City, State of Maryland, parties of the second part.

Witneseeth, that in consideration of the sum of Five Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said Nellie S. Nevitt and Mildred Thomas, as joint tenants and not as tenants in common, their heirs and assigns in fee simple, all those lots of ground designated as lots numbered 22-23-24-25-26-27-28-29-30-31-32 in Block D, and 37-38-39 in Block C, on the plat of Garland, recorded among the land records of Anne Arundel County in Plat Book W. N. W. No. 3, folio 20, marked "Garland Plat No. 2."

Said lots being a part of all that tract of land which by deed dated April 22nd, 1926, and recorded among the Land Records of Anne Arundel County in liber W. M. B. No. 22, folio 252, etc., was granted and conveyed by Joshua F. Johnson and wife to The J. Baker Boyd Corporation, in fee simple.

The aforesaid is hereby conveyed subject to the following restrictions, viz:

No residence shall be erected on said lot or lots to cost less than $3500.00, unless of such character and design and shall be approved in writing by The J. Baker Boyd Corporation.

No building shall be located closer to the street or streets than indicated by the building line on the Plat of Garland.

No hogs or other objectionable animals shall be kept on or about the premises. No chickens or other poultry shall be permitted outside of a wire enclosure. All fences shall be either of hedge or wire.

All sewerage from the buildings shall be disposed of in some approved manner as will avoid pollution of the soil and prevent breeding places for flies and mosquitoes.

The premises hereby conveyed shall not be transferred or sold to or occupied by negroes or persons of negro descent except only as servants or employees of said owners or occupants.

The fee simple title to the beds of streets and alleys are reserved to The J. Baker Boyd Corporation, the mention thereof herein being for the purpose of description only and not for dedication. The J. Baker Boyd Corporation shall have the right to change the street or lot lines of Garland, provided, however, that no change to affect the lots already conveyed or the streets upon which they bind or abut.

Together with the buildings and improvements thereon erected, made or being and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold the said lots of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages

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thereto belonging or appertaining, unto and to the proper use and benefit of the said Nellie S. Hevitt and Mildred Thomas, as joint tenants and not as tenants in common, their heirs and assigns forever, in fee-simple; subject, however, to the restrictions hereinabove recited.

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

Witness the signature of J. Baker Boyd President of the Grantor herein, and its corporate seal hereto affixed.

Test: (CORPORATE SEAL.) THE J. BAKER BOYD CORPORATION,

Charles W. Mulligan By J. Baker Boyd, President.

State of Maryland, Anne Arundel County to wit:

I Hereby Certify, That on this 6th day of January in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Baker Boyd President of The J. Baker Boyd Corporation, the above named Grantor, and he acknowledged the aforegoing deed to be the act of said body corporate.

As Witness my hand and Notarial Seal.

(Notarial Seal.) Charles W. Mulligan, Notary Public.

Recorded 11 January, 1927 at 3 P. M.

LIBER 121 PAGE 368

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 F. S. R. 11 Folios 53-54, 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 4th day of September A. D., 1959.

George T. Cromwell

George T. Cromwell, Clerk

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EXH. 3

13

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
EQUITY NO. 13403

FRANKIE WILSON & SONS, INC. (A Body Corporate)
25 Balto.-Annapolis Blvd., N.W., Glen Burnie, Md. COMPLAINANT

VS

NELLIE S. NEVITT AND MILDRED THOMAS-1356 Kenyon St.,Washington,D

THEIR HEIRS AND NEXT OF KIN AND ALL OTHER PERSONS CLAIMING BY, THROUGH OR UNDER THEM TO HAVE ANY INTEREST IN LOTS 22 TO 32, INCLUSIVE, BLOCK D AND LOTS 37, 38 and 39, BLOCK C, GARLAND, PLAT 2, AS SHOWN ON PLAT RECORDED WNW 3, FOLIO 20.-RESPONDENTS

LIBER 124 PAGE 369

- -

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold erroneously on October 13, 1936 to the County Commissioners of Anne Arundel County, Lots 22 to 31, Block K, Garland, Plat 2, and Lots 37-38-39, Block C, Garland, Plat 2, instead of as conveyed by Deed dated January 6, 1927 from The J. Baker Boyd Corporation to Nellie S. Nevitt and Mildred Thomas, Lots 22 to 32, Block D and Lots 37-38-39, Block C, Garland, Plat 2, recorded WNW 3, Folio 20.

The Bill states that said lots were sold under the names of Nellie S. and Mildred Thomas Nevitt, whereas they were conveyed to Nellie S. Nevitt and Mildred Thomas.

The Bill states, among other things, that the County Commissioners, et als, by their deed dated July 16, 1946 and recorded JHH 370, folio 169, conveyed said lots to Walton Dismukes Wilson and he, by his deed dated October 1, 1949, recorded in Liber JHH 541, folio 75, conveyed said lots to the Complainant.

The Bill states, among other things, that the amount necessary for redemption has not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON, this 9th day of September, 1959, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all parties

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interested in said lots to be and appear in this Court by the 18th day of November 1959 and redeem the property and answer the Bill of Complaint or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, investing in the Complainants a title free and clear of all encumbrances.

George T. Cromwell
Clerk

LIBER 121 PAGE 370

Nº 2825 CERTIFICATE OF TAX SALE

Edward M. Dunn Jr., Successor to Joseph H. Pepper Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1936 I sold to A.A. Co. Comm. at public auction for the sum of 46.03 Dollars and ..... Cents, of which 46.03 Dollars has been paid as a deposit on the property in District 5 described as 10 lots, 22 to 31 in block K and 3 lots, 37 to 39 Inc. as shown on the plat of Garland G.A. Co.

and assessed to Nellie, Mildred and Thomas Nevitt

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 13, 1937, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of September 1959

Edward M. Dunn Jr.
Collector.

LILLIAN C. CARTER NOTARY PUBLIC SEVERNA PARK

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of ~~October~~ September, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian C. Carter
Notary Public.

15.

SEP 25 PM 3 39

My Commission Expires May 1, 1961

For value received, the County Commissioners of Anne Arundel County hereby assign the within Certificate of Tax Sale unto Walton Dismukes Wilson.

WITNESS: Lucy T. Lockerby

County Commissioners of Anne Arundel County
By Frank H. Wilde
President

(Over) JST EX 4

Glen Burnie, Md., September 9, 1959

For value received, I hereby assign the within Certificate of Contract of Sale unto Frankie Wilson & Sons, Inc.

As witness my hand and seal.

Witness: Mildred S. Davis

Walton Dismukes Wilson (Seal)

Walton Dismukes Wilson

In The
Circuit Cour
For
Anne Arundel County,
Maryland
Equity No. 13,403

FRANKIE WILSON & SONS, INC.
(A Body Corporate)
25 Balto.-Annapolis Blvd., N.W.,
Glen Burnie, Md. COMPLAINANT
vs.
NELLIE S. NEVITT and MILDRED THOMAS, 1356 Kenyon St., Washington, D. C.

THEIR HEIRS AND NEXT OF KIN AND ALL OTHER PERSONS CLAIMING BY, THROUGH OR UNDER THEM TO HAVE ANY INTEREST IN LOTS 22 TO 32, INCLUSIVE, BLOCK D AND LOTS 37, 38 and 39, BLOCK C, GARLAND, PLAT 2, AS SHOWN ON PLAT RECORDED WNW 3, FOLIO 20—RESPONDENTS

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold erroneously on October 13, 1936 to the County Commissioners of Anne Arundel County, Lots 22 to 31, Block K, Garland, Plat 2, and Lots 37-38-39, Block C, Garland, Plat 2, instead of as conveyed by Deed dated January 6, 1927 from The J. Baker Boyd Corporation to Nellie S. Nevitt and Mildred Thomas, Lots 22 to 32, Block D and Lots 37-38-39, Block C, Garland, Plat 2, recorded WNW 3, Folio 20.

The Bill states that said lots were sold under the names of Nellie S. and Mildred Thomas Nevitt, whereas they were conveyed to Nellie S. Nevitt and Mildred Thomas.

The Bill states, among other things, that the County Commissioners et als, by their deed dated July 16, 1946 and recorded JHH 370, folio 169, conveyed said lots to Walton Dismukes Wilson and he, by his deed dated October 1, 1949, recorded in Liber JHH 541, folio 75, conveyed said lots to the Complainant.

The Bill states, among other things, that the amount necessary for redemption has not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON, this 9th day of September, 1959, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all parties interested in said lots to be and appear in this Court by the 18th day of November, 1959 and redeem the property and answer the Bill of Complaint or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, investing in the Complainants a title free and clear of all encumbrances.

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

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OFFI OF

Maryland Gazette

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

LIBER 121 PAGE 372

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 13, 1959

We hereby certify, that the annexed Order of Publication Eq. 13,403 Nellie S. Nevitt Property was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of November, 1959. The first insertion being made the 16th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.
By H. Tilghman

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LIBER 121 PAGE 373

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, }
STATE OF MARYLAND, } ss:

I hereby certify that, on this 30th day of October, 19 59, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Frankie Wilson, Attorney for Frankie Wilson & Sons, Inc.

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.)

Nellie S. Nevitt and Mildred Thomas, 1356 Kenyon Street, Washington, D. C.

Both of these ladies are beyond the age requirements for Military Service.

and 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 30th day of October, 19 59.

VIVIAN D. SCHAUMLOEFFEL Notary Seal NOTARY PUBLIC Anne Arundel County, Md.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, *Notary Public.*

My Commission will expire on: May 1, 1961.

(Equity No. 13,403)

Filed,

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18

Frankie Wilson & Sons, Inc. (A Body Corporate) 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT vs Nellie S. Nevitt and Mildred Thomas, 1356 Kenyon Street, Washington, D. C. Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in Lots 22 to 32, inclusive, Block D and Lots 37, 38 & 39, Block C, GARLAND, Plat 2, as shown on Plat recorded WNW 3, Folio 20. RESPONDENTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,403

LIBER 121 PAGE 374

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Solicitor in the above entitled cause and deposes and says as follows:

1. That a letter was written, on September 2, 1959, addressed to the defendants, Nellie S. Nevitt and Mildred Thomas, at the address as shown by the tax rolls of Anne Arundel County, which letter has been returned by the postal authorities marked "Not at", which letter is filed in this cause as an exhibit.

2. That before filing the Bill of Complaint in this cause, the affiant endeavored to locate the present address of the defendants by consulting the City and Telephone Directories of Washington, District of Columbia, without success.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

Frankie Wilson
Frankie Wilson, Affiant

1959 NOV 3 P 11 27

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County

19

Frankie Wilson & Sons, Inc. (A Body Corporate) 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT vs Nellie S. Nevitt and Mildred Thomas, 1356 Kenyon Street, Washington, D. C. Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in Lots 22 to 32, inclusive, Block D and Lots 37, 38 & 39, Block C, GARLAND Plat 2, as shown on Plat redorded WNW 3, folio 20. RESPONDENTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,403

LIBER 121 PAGE 375

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frankie Wilson & Sons, Inc., by Frankie Wilson, its Attorney, respectfully shows:

1. That Order of Publication ran in the Maryland Gazette for four weeks as per certificate filed in this cause by the Maryland Gazette.
2. That the said defendants, Nellie S. Nevitt and Mildred Thomas, having neither appeared nor answered as required by the Order of Publication, although the time for so doing has expired, as will be seen by reference to the certificate of publication attached hereto.

WHEREFORE your Petitioner prays that the Bill of Complaint be entered Pro Confesso against said defendants, Nellie S. Nevitt and Mildred Thomas.

Frankie Wilson

Frankie Wilson, Attorney for Complainant,
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland (P. O. Box 247)

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20

Frankie Wilson & Sons, Inc. (A Body Corporate) 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT VS Nellie S. Nevitt and Mildred Thomas, 1356 Kenyon Street, Washington, D. C. Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in Lots 22 to 32, inclusive, Block D and Lots 37, 38 & 39, Block C,GARLAND Plat 2, as shown on Plat recorded WNW 3, folio 20. RESPONDENTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,403

LIBER 121 PAGE 376

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the defendants in this cause were duly notified by Order of Publication, published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and that said defendants have failed to appear, either in person or by Solicitor, to answer the Bill of Complaint against them.

IT IS THEREUPON this 19th day of November 1959, by the Circuit Court of Anne Arundel County, in Equity, adjudged, ordered and decreed that the said Bill of Complaint be, and the same is, hereby taken pro confesso against said defendants.

D. Bruce Duckett

JUDGE

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Frankie Wilson & Sons, Inc. (A Body Corporate) 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT VS Nellie S. Nevitt and Mildred Thomas, 1356 Kenyon Street, Washington, D. C. Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in Lots 22 to 32, inclusive, Block D and Lots 37, 38 & 39, Block C, GARLAND, Plat 2, as shown on Plat recorded WNW 3, Folio 20. RESPONDENTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,403

LIBER 121 PAGE 377

DECREE

This cause standing ready for hearing and submitted, the proceedings were read and considered, and it appearing that the same has been conducted in compliance with the provisions of Article 81, Sections 69 to 121 of the Annotated Code of Maryland, 1951 Edition,

IT IS THEREUPON this 21st day of December 1959, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed:

1. That all of the rights of redemption of Nellis S. Nevitt and Mildred Thomas, their heirs and assigns, next of kin and all other persons claiming by, through or under them, be barred and foreclosed.

2. That an absolute and indefeasible title in fee simple to said properties free of all alienations and dissents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to date of sale and any public assessments to which the same are subject) is hereby vested in Frankie Wilson & Sons, Inc., the Complainant herein.

3. That upon payment to the Treasurer of Anne Arundel County, of the taxes, interest and penalties, if any, due on the lots herein mentioned, the said Treasurer shall execute a deed con-

1959 DEC 21 FILED 3:55

veying the aforesaid lots to the Complainant herein.

4. That the Clerk of the Court shall issue a certified copy of this Decree to be served on the Treasurer.

5. That the Complainant shall pay the costs of these proceeding.

O. Bruce Duckett

JUDGE

LIBER 121 PAGE 379

Gilbert R. Harryman, Point Pleasant, Glen Burnie, Md.	:	No. 12,859 Equity
	:	In the
vs.	:	Circuit Court
Gilbert Arthur Harryman, an infant, Point Pleasant, Glen Burnie, Md.	:	for Anne Arundel County

: : : : : : : : : :

BILL OF COMPLAINT FOR SALE OF THE REALTY FOR THE PURPOSE OF PARTITION

: : : : : : : : : :

To the Honorable, the Judge of said Court:

Your Orator humbly complaining, says:

1.

That Harry Fritz, during his lifetime, was living with one Ida Sherman as a common law wife and while thus living together the said Harry Fritz did purchase several tracts of land lying, being and situate in the Fifth Election District of Anne Arundel County, to wit: Lot No. 32 Plat of Shoreland as recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 2, by deed from The Pontiac Chieftain Club, Inc., a body corporate, dated the 25th day of November, 1927, and is recorded among the Land Records aforesaid in Liber F.S.R. No. 31, folio 323; and Lots Nos. 82 and 83 Plat of Shoreland aforesaid which was acquired from Joseph Waclawski and Kamila Waclawski, his wife, by deed dated June 14th, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 27, folio 338, certified copies of said deeds being filed herewith as Plaintiff's Exhibits Nos. 1 and 2 and are prayed to be taken as part and parcel of this bill of complaint as fully as though the same were incorporated herein at length. That title to the aforesaid lots in each instance was taken in the name of Harry Fritz and Ida Fritz, his wife, their heirs and assigns, forever, in fee simple.

2.

That being so seized and possessed the said Harry Fritz

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departed this life testate on or about the 11th day of December, 1951, and by his last will and testament dated July 7th, 1946, and recorded among the Testamentary Records of Anne Arundel County in Will Book R.G.P. No. 4, folio 330, a certified copy of said will being filed herewith as Plaintiff's Exhibit No. 3, he devised said realty to your Orator.

3.

That proceedings in the Orphans Court have been completed and there were no creditors whose bills were unpaid.

4.

That some time between 1935 and 1936 your Orator took up his abode with the said Harry Fritz and Ida Sherman and shortly thereafter the said Ida Sherman became the common law wife of your Orator.

5.

That on or about the 3rd day of January, 1942, said Ida Sherman gave birth to a son at the Belleview Hospital, Camden, New Jersey, the mother giving the said infant the name of Gilbert Arthur Harryman, and your Orator as the father of said infant, as will more fully appear by reference to the original birth certificate filed herewith as Plaintiff's Exhibit No. 4.

6.

That Ida Sherman, who, after the birth of the aforesaid infant, was always known as Ida Harryman, died intestate May 2nd, 1958, leaving no personal property and no letters of administration were taken out on her estate in Anne Arundel County and is buried in Glen Haven Cemetery under the name of Ida H. Harryman, a certified copy of her death certificate being filed herewith as Plaintiff's Exhibit No. 5.

7.

That the only heir at law of the said Ida Hester Sherman, also known as Ida H. Harryman, was her son, Gilbert Arthur Harryman, who is now sixteen, going on seventeen years of age, and lives with your Orator as his son in his home at Point Pleasant.

8.

That your Orator has been informed by competent counsel and therefore believes that in view of the fact that the original deeds to Harry Fritz and Ida Fritz, his wife, merely read their heirs and assigns, forever, in fee simple, without any words of survivorship contained therein, the parties being unmarried constituted a tenancy in common, share and share alike, and that the said half interest of Harry Fritz was devised to him by the will and that the remaining one half belonged to Ida Sherman and upon her death title thereto vested in her only child, Gilbert Arthur Harryman, so that your Orator and his son Gilbert Arthur Harryman each have a one-half interest therein as tenants in common.

LIBER 121 PAGE 381

9.

That the said real estate cannot be divided in kind without material loss or injury.

To the end, therefore:

1. That a trustee may be appointed to make sale of the property mentioned in these proceedings for the purpose of partition and that the proceeds arising therefrom be divided between the parties to this cause in accordance with their respective interest.
2. That, in the decree for the sale of said realty that this Honorable Court may issue a notice to creditors on the estate of Ida Hester Sherman, also known as Ida Hester Harryman.
3. That your Orator may have such other and further relief as his case may require.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Orator
9-11 School Street
Annapolis, Md.

No. 12,859 Equity

LIBER 121 PAGE 382

THIS DEED, made this 14th day of June, in the year 1928, by Joseph Waclawski and Kamila Waclawski, his wife, parties of the first part and Harry Fritz and Ida Fritz, his wife, parties of the second part, all of Anne Arundel County, in the State of Maryland.

WITNESSETH, That for and in consideration of the sum of Ten Dollars ($10.00) the receipt whereof in full is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, their heirs and assigns, in fee simple, all that tract of land situate, lying, and being in the Fifth Election District of Anne Arundel County, and described as follows:

BEGINNING for the same on the northwest side of Furnace Avenue, 170 feet northeasterly from Shoreland Drive, and running thence northeasterly fronting on Furance Avenue, 135 feet with an even rectangular depth northwesterly of 280 feet more or less, being lots numbered 82 and 83 on the Plat "A" of Shoreland and recorded among the Plat Records of Anne Arundel County, simultaneously with this deed.

BEING the same property which was conveyed to Joseph Waclawski and Kamila Waclawski, his wife, by Cityco Realty Company of Baltimore City, by deed bearing date the 16th day of July, in the year 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 52, folio 133.

TOGETHER with the buildings and improvements thereon, and all of the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises, unto and to the use of the said Harry Fritz and Ida Fritz, their heirs and assigns forever in fee simple, and subject to the following conditions, which the Grantees covenant to perform.

FIRST: At no time shall any part of the said land be used or occupied for the manufacture, brewing, distilling or sale of spirituous or malt liquor, nor shall the said lot or any part thereof, or any building erected thereon at any time hereafter be used or occupied as a Tavern, Drinking Saloon, Bone boiling establishment, Tannery,

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Plaintiff's Exhibit No. 1

4

Slaughter-house, Glue, Soap. Candle stand or Gunpowder Manufacture or for any other offensive or dangerous purposes.

SECOND: The house or building line shall be fifteen feet back from the street line and no part of any building such as porch, veranda, bay or projecting windows, areas or steps, shall be erected more than six feet beyond said building line.

THIRD: No barn, stable or other outbuilding shall be erected near to the main road or Avenue on which the lots front than twenty feet; or nearer to any other road or avenue than twenty five feet.

FOURTH: At no time shall the above described lots or any part thereof, or any building thereon erected be sold, leased or transferred to or occupied by any negro or person of negro descent. This promises, however, not to include occupancy by servants or any employees or owners or occupant of the above described lots.

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant especially the property hereby granted; that they will execute such further assurances of the same as may be requisite.

WITNESS THE HANDS AND SEALS OF THE SAID GRANTORS.

Witness: Joseph Waclawski. (Seal)

Thomas O. Gott. Kamila Waclawski. (Seal)

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 14th day of June, in the year 1928, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Joseph Waclawski and Kamila Waclawski, his wife, the Grantors in the foregoing deed, and acknowledged the execution of same.

WITNESS MY HAND AND SEAL NOTARIAL.

(Notary Seal) Thomas O. Gott - Notary Public

Recorded 14 June, 1928 - 12 Noon.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F. S. R. No. 27, folio 338, 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 11th day of September, 1958.

George T. Cromwell

George T. Cromwell, Clerk

No. 12,859 Equity

LIBER 121 PAGE 385

This Deed, made this 25th day of November in the year one thousand nine hundred and twenty-seven between The Pontiac Chieftain Club, Incorporated, a body corporate in the State of Maryland, of the first part, and Harry W. Fritz and Ida Fritz, his wife of the second part.

Witnesseth, that in consideration of the sum of Five (5) dollars and other good and valuable considerations the said party of the first part does grant and convey unto the said parties of the second part their heirs and assigns, all that lot of ground situate in Anne Arundel County, and described as follows, that is to say:

Being known and designated as Lot No. 32 on Plat A of Shoreland, which plat is of record in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book W. N. W. No. 2, folio 2.

Being the same lot of ground described in a confirmatory deed dated November 23, 1927 and intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County from The Pontiac Club Inc. to The Pontiac Chieftain Club of Baltimore City.

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

To Have and to hold the said described lot of ground and premises, unto and to the use of the said parties of the second part, their heirs and assigns forever in fee simple.

And the said party of the first part hereby covenants that it has not done nor suffered to be done any act, matter or thing whatsoever, to encumber the property hereby granted; and will execute such further assurances of the same as may be requisite.

Witness the corporate seal of said grantor and the signature of Albert A. Ring, President thereof.

Tests: (Corporate Seal)

Ella Hrabanek

The Pontiac Chieftain Club, Inc:

By Albert A. Ring

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Plaintiff's Exhibit No. 2

State of Maryland, Baltimore City, to wit:

I Hereby Certify that on this 25th day of November in the year one thousand nine hundred and twenty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Albert A. Ring President of The Pontiac Chieftain Club, Inc. and they acknowledged the foregoing Deed to be the corporate act of said body corporate act of said body corporate.

Witness my hand and Notarial Seal.

(Notarial Seal) Ella Hrabanek

Notary Public

Recorded 30 Nov. 1927 at 9 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F. S. R. No. 31, folio 323, 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 11th day of Septmeber, 1958.

George T. Cromwell

George T. Cromwell, Clerk

8

No. 12859 Equity

FILED
JAN 10 1952
CLERK OF CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY, MD.

LIBER 121 PAGE 381

I, Harry Fritz, of Anne Arundel County, State of Maryland, being of sound and disposing mind and capable of executing a valid deed or contract, realizing that it is appointed for men to die and that we know not the time nor the place thereof, therefore, in order to make provisions for the distribution of my earthly estate, in that event, I do make, publish and declare this to be my last will and testament, hereby revoking all other wills or codicils heretofore by me made.

After the payment of all my just debts and funeral expenses I hereby give, devise and bequeath all of my property of whatever description whether real, personal or mixed, wheresoever situate, unto my good friend Gilbert Harryman.

I make this bequest realizing that I have a few relative in the New England States but none of them have ever visited me for the past fifteen years and the said Gilbert Harryman has lived with me keeping me and has been my best friend throughout these years.

I hereby constitute and appoint George B. Woelfel the executor of this my last will and testament.

In testimony whereof I have hereunto subscribed my name and affixed my seal this seventh day of November, 1946.

Harry Fritz (Seal)

Signed, sealed, published and declared by the above named testator as and for his last will and testament in the presence of us who at his request in his presence and the presence of each other, have hereunto subscribed our names as witnesses.

George B. Woelfel

Mary M. Hoff

LAW OFFICES
GEO. B. WOELFEL
ANNAPOLIS, MD.

Examiner's Exhibit No 3
Harryman v. Harryman. Eq 12,859
John S. Rowe Jr. Exam.

Plaintiff's Exhibit No.

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1958 SEP 15 AM 9:31

9

STATE OF MARYLAND

Anne Arundel County

LIBER 121 PAGE 388

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testement

of

Harry Fritz

late of said County deceased _____ *taken from* the original which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 10th *day of* September *in the year of our Lord, nineteen hundred and fifty* eight

H. Stanley Clark

Register of Wills for Anne Arundel County

10

BIRTH CERTIFICATE

This Certifies

That Gilbert Arther Harryman was born in

Belleview Hospital, Camden, New Jersey

at 1 1/4 a.m. Saturday the third

day of January A. D. 1942

In Witness Whereof the said Hospital has caused this certificate to be signed by its duly authorized officer and its Corporate Seal to be hereunto affixed.

Evelyn Jackson Talmo, RN
Superintendent

Attending Physician

Family History

Father's full name Gilbert ~~Roland~~ Robert Harryman

Birthplace Baltimore, Maryland Date August 5, 1905

Mother's maiden name Ada Sherman

Birthplace Baltimore, Maryland Date September 4, 1903

LIBER 121 PAGE 389

Examiner's Exhibit No. 5
Harryman v. Harryman E 12859
John S. Rowland Examiner

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1958 SEP 15 AM 9:31

Plaintiff's Exhibit No. 4
No. 12,639 Equity

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LIBER 121 PAGE 390

MARYLAND STATE DEPARTMENT OF HEALTH—BALTIMORE, 18

CERTIFICATE OF DEATH

Reg. Dist. No.

1. PLACE OF DEATH — a COUNTY: YA — MARYLAND
2. USUAL RESIDENCE (Where deceased lived. If institution, Residence before admission) — a STATE: [illegible] — b COUNTY: [illegible]

b CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): PT Pleasant — c. LENGTH OF STAY IN 1b: 4 yrs
c. CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): PT Pleasant

d NAME OF HOSPITAL (If not in hospital, give street address) OR INSTITUTION: PT PLEASANT Bank
d. STREET ADDRESS:
e. IS RESIDENCE ON A FARM? YES ☐ NO ☑

3 NAME OF DECEASED (Type or print): First: [illegible] — Middle: H. — Last: Hartzman
4. DATE OF DEATH: Month: [illegible] — Day: 22 — Year: 19 [illegible]

5. SEX: F
6 COLOR OR RACE: W
7. MARRIED ☑ NEVER MARRIED ☐ WIDOWED ☐ DIVORCED ☐
8 DATE OF BIRTH: Sept 4- 1901
9 AGE (In years last birthday): 56 yrs — IF UNDER 1 YEAR Months / Days / Hours / Min. — IF UNDER 24 H[illegible]

10a USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Housewife
10b KIND OF BUSINESS OR INDUSTRY:
11 BIRTHPLACE (State or foreign country): MD
12 CITIZEN OF WHAT COUNTRY?

13 FATHER'S NAME: Harry Shuman
14 MOTHER'S MAIDEN NAME: Cora Twamley

15 WAS DECEASED EVER IN U S ARMED FORCES? (Yes, no or unknown) (If yes, give war or dates of service): No
16 SOCIAL SECURITY NO:
17 INFORMANT: Family — Address: same

MEDICAL CERTIFICATION

18 CAUSE OF DEATH [Enter only one cause per line for (a), (b), and (c).] — INTERVAL BETWEEN ONSET AND DEATH

PART I DEATH WAS CAUSED BY: (IMMEDIATE CAUSE (a)): Coronary thrombosis
DUE TO (b): Arteriosclerosis — 7 months
DUE TO (c):
Conditions, if any, which gave rise to immediate cause (a), stating the underlying cause last.

Part II OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I(a)
19 WAS AUTOPSY PERFORMED? YES ☐ NO ☑

20a ACCIDENT, WAS UNDERLYING ☐ OR CONTRIBUTING ☐ CAUSE OF DEATH (IF EITHER NOT IF MEDICAL EXAMINER)
20b DESCRIBE HOW INJURY OCCURRED (Enter nature of injury in Part I or Part II of item 18)
20c TIME OF INJURY Hour a m / p m, Month, Day, Year 19
20d INJURY OCCURRED While at work ☐ Not while at work ☐
20e PLACE OF INJURY (Home, farm, factory, street, office bldg. etc.)
20f (City or town) (County) (State)

21. I certify that I attended the deceased from 11/[illegible]/[illegible] 19[illegible] to 3/[illegible]/[illegible] 19[illegible] that I last saw the deceased alive on [illegible]/[illegible] 19[illegible], and that death occurred at 11 [illegible] M. from the causes and on the date stated above.
ADDRESS (Street, city or town, state) — DATE SIGNED
ACTUAL SIGNATURE: [illegible] MD — 3/23/[illegible]
PHYSICIAN'S NAME (Type): [illegible]

22a BURIAL, CREMATION, REMOVAL (Specify) — 22b DATE THEREOF: 3 26 [illegible] — 22c NAME OF CEMETERY OR CREMATORY: [illegible] — 22d LOCATION (City, town or county) (State): [illegible]

23 FUNERAL DIRECTOR'S SIGNATURE — ADDRESS: [illegible]
24a REC'D BY REGISTRAR — DATE: MAY [illegible]
24b REGISTRAR'S SIGNATURE

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A RECORD ON FILE WITH THE DIVISION OF VITAL RECORDS AND STATISTICS.
SEP 15 1958
[illegible] SC.D., CHIEF
DIVISION OF VITAL RECORDS AND STATISTICS

NOT VALID WITHOUT RAISED SEAL

VALID ONLY IMPRESSED
DATE ISSUED MAY 26 1958

12 [illegible] 22 May 12 5 10-1-8[illegible]

LIBER 121 PAGE 391

Gilbert R. Harryman	:	No. 12859 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Gilbert Arthur Harryman	:	Anne Arundel County
	:	

: : : : : : : : : : :

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER OF COURT THEREON

: : : : : : : : : : :

To the Honorable, the Judges of said Court:

The petition of Gilbert R. Harryman, father of Gilbert Arthur Harryman, infant, respectfully shows:

1.

That the said Gilbert Arthur Harryman, the defendant in this cause, has been duly returned summoned, but being an infant he cannot answer and defend this suit himself.

Wherefore, your Petitioner, prays:

1. That this Honorable Court may appoint a guardian ad litem to appear and answer for the said infant.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Petitioner
9-11 School Street

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 26th day of September 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Gilbert R. Harryman who made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

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Mary [illegible]

Notary Public

13

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 27th day of September, 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Robert Egle, be, and he is hereby, appointed guardian ad litem for the infant, Gilbert Arthur Harryman, and that John B. Wright, Attorney, be, and he is hereby, appointed their counsel.

Benjamin Michaelsen
Judge

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1958 SEP 29 AM 10:14

14

LIBER 121 PAGE 393

Gilbert R. Harryman	:	No. 12859 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Gilbert Arthur Harryman	:	Anne Arundel County
	:	

: : : : : : : : : : :

ANSWER OF GUARDIAN AD LITEM

The answer of Gilbert Arthur Harryman, infant, by his guardian ad litem duly appointed by order of this Court to the bill of complaint of Gilbert R. Harryman exhibited against him in this Court, respectfully states:

This Defendant, being an infant, cannot admit any of the matters and things in said bill of complaint and submits his rights thereunder to the protection of this Court.

And as in duty bound, etc.

Robert M. Ogle
Guardian ad litem

John B. Wright
Solicitor for Guardian

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1958 SEP 29 PM 3:04

15

GILBERT R. HARRYMAN,	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
GILBERT ARTHUR HARRYMAN, infant	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 12,859 EQUITY

* * * * *

TESTIMONY ON BEHALF OF THE PLAINTIFF

September 30, 1958

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff

Mr. John B. Wright, Solicitor for Guardian

Mr. Robert W. Ogle, Guardian

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Gilbert R. Harryman, pages 2 - 6.

Thelma Quarngesser, pages 7 - 9.

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16

Gilbert R. Harryman, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Gilbert R. Harryman, Box 240, Glen Burnie, Md.

2 You are the plaintiff in this case, are you not?

A Yes sir.

3 Who is the defendant?

A My son, Gilbert Arthur Harryman.

4 Did you know Harry Fritz?

A Yes.

5 How long did you know Harry Fritz?

A I think about 25 years.

6 When you first knew Harry Fritz was he living alone?

A No sir.

7 With whom was he living?

A Ida Sherman.

8 And was he living with her as a common law wife?

A Yes sir.

9 While they were living together did Harry Fritz purchase any property in Anne Arundel County?

A Yes sir.

10 State what property he purchased.

A Well, a home at Point Pleasant and a lot across from the home.

11 Can you be more specific than that?

A Yes, he purchased Lot No. 32 as shown on a plat of Shoreland, which is recorded among the Land Records of Anne Arundel County, in plat book No. W.N.W. No.2, folio 2, from the Pontiac Chieftain Club, Inc., the deed is dated November the 25th, 1927, and is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 31, folio 323.

12 I ask you if this a certified copy of the said deed?

A Yes sir.

(CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

13 He also purchased Lots No. 82 and 83 as shown on the plat of Shoreland from one, Joseph Waclawski and Kamila Waclawski, his wife, that deed was dated June the 14th, 1928, and is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 27, folio 338, and that is the deed, is it not from the Waclawski's?

A Yes sir.

(CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

14 Did Harry Fritz have any children by Ida Sherman?

A No sir.

15 Is Harry Fritz living or dead?

A He's dead.

16 State when he died.

A In December the 11th, 1951.

17 Did he make a Last Will and Testament?

A Yes sir.

18 Is this a certified copy of the Last Will and Testament of Harry Fritz, dated July the 7th, 1946?

A Yes sir.

19 And recorded among the Testamentary Records of Anne Arundel County in Will Book R.G.P. No. 4, folio 330?

A Yes.

(PHOTOSTAT COPY OF WILL FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

20 In that Will he devised all his property to you?

A Yes sir.

21 Have the proceedings in the Orphan's Court been completed?

18

A Yes sir.

22 And there are no creditors of Harry Fritz whose bills are unpaid?

A No sir.

23 When did you move in the house with Harry Fritz and Ida Sherman?

A About 1935 or '36.

24 At that time Harry Fritz was quite aged?

A Yes, and very ill.

25 What relationship then existed between you and Ida Sherman?

A Just friendship.

26 As a result of that friendship, what happened?

A Well, we lived as man and wife.

27 Now, were any children born as a result of this living together as man and wife?

A Yes sir.

28 State how many children were born.

A One.

29 What day was the child born and where was he born?

A He was born on the 3rd day of January, 1942, and he was born in Camden, New Jersey, at the Bellview Hospital.

30 Is this the original birth certificate of the said child?

A Yes sir.

31 On that birth certificate you are named as the father?

A Yes sir.

32 After Ida Sherman gave birth to this child in Camden, New Jersey, did she return home?

A Yes sir, right away.

33 And brought the infant with her?

A Yes sir.

(CERTIFIED COPY OF BIRTH CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EX.5)

34 Is Ida Sherman living or dead?

A Dead.

35 State when she died.

A May the 22nd, 1958.

36 This death certificate recites the decedent was named Ida Harryman, is that correct?

A Yes.

37 And that Ida Harryman was Ida Sherman?

A Yes.

38 And Ida Sherman was the one who lived with Harry Fritz?

A Yes sir.

39 But she never was married to either you or Harry Fritz?

A No sir.

40 Did Ida Harryman leave a Last Will and Testament?

A No sir.

41 Did she leave any personal property?

A Only what's involved here, that's real estate.

42 Were Letters of Administration ever taken out on her estate?

A No sir.

(PHOTOSTAT COPY OF DEATH CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.6)

43 Did Ida Sherman or Ida Harryman ever have any other children other than this one child?

A No sir.

44 With whom did that child live?

A With me.

45 And he's now 17 years of age?

A 16, he'll be 17 in January.

46 And he's unaware of the fact that he's an illegitimate child?

A Yes sir.

20

47 Assuming that you and your boy are tenants in common of this property, each owning one half undivided interest, can said real estate be divided in kind without material loss or injury?

A No.

48 Why could you not divide the property?

A Because it is improved by a house and to cut the house in half would ruin the value of the whole place.

49 How long has Ida Sherman been known as Ida Harryman?

A I'll say about twenty years or better.

50 Did you bury Ida Sherman?

A Yes sir.

51 And you paid the funeral bill?

A Yes sir.

52 Hospital bill?

A Yes sir, all of the other expenses.

53 What do you think is the value of this property?

A Five Thousand Dollars ($5000.00).

Cross Examination Waived by Mr. Wright.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature.....Gilbert R. Harryman

Thelma Quarngesser, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Thelma Quarngesser, 3503 North Charles Street, Baltimore 18, Maryland.

2 Do you know the parties to this suit?

A Yes, I do.

3 How long have you known them?

A Well, I guess I've known my brother 52 years.

4 How long have you known the boy?

A Since his birth.

5 Did you know Harry Fritz?

A Just casually.

6 Did you ever visit the home of Harry Fritz?

A Yes.

7 Did you know with whom Harry Fritz was living?

A Yes.

8 State the name of the lady.

A Ida Sherman.

9 And did Harry Fritz ever marry?

A No.

10 Did Harry Fritz ever purchase any property in Anne Arundel County?

A Yes, he purchased Lot 32 on a plat of Shoreland, and Lots Nos. 82 and 83 on the same plat, but he bought them at two different times.

11 All three of these lots now constitute one lot upon which the dwelling is erected?

A Yes.

12 The party mentioned in the deed of Harry Fritz is Ida Fritz, his wife; that was Ida Sherman, is that correct?

A That's right.

23

13 Is Harry Fritz now living or dead?

A He's dead.

14 When did he die?

A December the 11th, 1951.

15 Did he leave a Last Will and Testament?

A Yes.

16 Is that the Will filed in these proceedings as Examiner's Exhibit No.3?

A Yes.

17 And in that Will he devised all of his property to your brother, Gilbert R. Harryman?

A Yes sir.

18 Have the proceedings in the Orphan's Court been concluded?

A Far as I know they have.

19 And all creditors of Harry Fritz were paid?

A Yes.

20 Is Ida Sherman living or dead?

A She's dead.

21 When did she die?

A May 22nd, 1958.

22 And in whose name, in what name is she buried?

A Ida Harryman.

23 Do you remember when your brother took up residence with Harry Fritz and Ida Sherman?

A Yes, about twenty years ago.

24 Did your brother and Ida Sherman subsequently live together as husband and wife?

A Yes.

25 Were any children born as a result of that common law association?

A Yes.

26 How many children were born?

A One.

27 State his name and date of birth.

A Well, it's Gilbert Arthur Harryman, and the birth date is January 3rd, 1942.

28 Where was the child born?

A In New Jersey.

29 After the birth of the child did Ida Sherman return to the home of your brother?

A Yes.

30 And did they live together as common law man and wife until her death?

A Yes.

31 Did Ida Harryman leave any personal property?

A No.

32 Were any Letters of Administration taken out on her estate?

A No.

33 And Ida Sherman was buried in the Glen Haven Cemetary under the name of Ida H. Harryman, is that correct?

A Yes.

34 Who were the heirs at law of Ida Hester Sherman?

A Just her son, Gilbert Arthur Harryman.

35 How old is Gilbert Arthur Harryman now?

A Sixteen.

36 And he lives with your brother at their home at Point Pleasant?

A Yes.

37 Do you think that the real estate involved in this case could be divided between your brother and his son of Ida Sherman without material loss or injury?

A No.

38 Why do you say that?

A Can't cut the house in half.

39 What do you think is the value of this property?

A I'd say about ($5000.00) Five Thousand Dollars.

Cross Examination Waived by Mr. Wright.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature.....Thelma Quarmgesser

26

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 3rd day of October, 1958.

John G. Rouse, Jr., Examiner (SEAL)

John G. Rouse, Jr., Examiner

J.R. $10.00

I.H. $9.00 Pd.

27

LIBER 121 PAGE 405

GILBERT R. HARRYMAN	: No. 12,859	EQUITY
	:	In the Circuit Court
VS	:	for
GILBERT ARTHUR HARRYMAN	:	Anne Arundel County

: : : : : : :

SUBMISSION FOR DECREE

We, the undersigned, solicitors for the Plaintiff and Defendant, and the guardian ad litem hereby submit the proceedings for a final decree and hereby waive the ten day period for filing exceptions to the testimony.

George B. Woelfel
Solicitor for the Plaintiff

Robert Ogle
Guardian ad litem

John B. Wright
Solicitor for Defendant and for Guardian ad litem

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1958 OCT -4 AM 11:27

28

Gilbert R. Harryman	:	No. 12859 Equity
	:	In the
VS.	:	Circuit Court
	:	for
Gilbert Arthur Harryman	:	Anne Arundel County
	:	

: : : : : : : : : : :

DECREE OF COURT

This cause standing ready for hearing and being submitted, the proceedings were read and considered

And it appearing to the Court that Harry Fritz, during his lifetime, was living with one Ida Sherman as a common law wife and he purchased several lots of ground lying, being and situate in the Fifth Election District of Anne Arundel County, to wit: Lot No. 32 Plat of Shoreland as recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 2, by deed from The Pontiac Chieftain Club, Inc., a body corporate, said deed being dated the 25th day of November, 1927, and is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 31, folio 323; and Lots Nos. 82 and 83 Plat of Shoreland aforesaid which was acquired from Joseph Waclawski and Kamila Waclawski, his wife, by deed dated the 14th day of June, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 27, folio 338, and that title to all the aforesaid lots was taken in the name of Harry Fritz and Ida Fritz, his wife, their heirs and assigns, forever, in fee simple, without any wording indicating a survivorship. Section 13 of Article 50 of the Code provides "no deed, devise or other instrument of writing shall be construed to create an estate in joint tenancy, unless in such deed, devise or other instrument of writing it is expressly provided that the property hereby conveyed is to be held in joint tnenancy."

American Law Reports 92, page 1420, states "with one exception it is held that a conveyance to persons mistakenly believed to be husband and wife creates an estate in the parties as

tenants in common", and in the Maryland cases of Michael vs. Lucas, 152 Maryland 513 and Mitchell vs. Frederick, 166 Maryland 42. See also recent case of Donnelly vs. Donnelly, 198 Maryland 341. These deeds, containing no right of survivorship, makes this Court conclude that the tenancy is one in common and as a result one-half belonged to Harry Fritz and passed to the Plaintiff by virtue of his last will and testament recorded among the Testamentary Records of Anne Arundel County in Will Book R.G.P. No. 4, folio 330, and the remaining half devolved upon the defendant by virtue of being the illegitimate child of Ida Sherman. There being no personal property left by either decedent, this Court has jurisdiction to decree a sale for the purpose of partition and issue a notice to creditors.

It is thereupon this 7th day of October 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all of the real estate mentioned in these proceedings be sold and that George B. Woelfel, be, and he is hereby, appointed trustee to make sale of the said real estate and that the course and manner of his proceedings shall be as follows: He shall first file with the clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of five 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 weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of Five Hundred ($500) Dollars on the day of sale, balance to be paid in cash upon the final ratification of the sale, or all cash, at the option of the purchaser or purchasers, the credit portion to bear interest at the rate of six percent and to be secured to the satisfaction of the trustee, and, as soon as may be convenient after 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 annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money and not before, the said 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, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. Said trustee in the advertisement of sale shall give at least 90 day notice to creditors of Ida Sherman also known as Ida Harryman, directing said creditors to file claim with the Clerk of this Court on or before 15th day of January 1959 or there after be barred.

Matthew S. Evans
Judge

FILED

1958 OCT -8 PM 3:32

31

G 22058

LIBER 121 PAGE 409
LIBER 9 PAGE 461

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 12,859 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel 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 Five Thousand Dollars ($5,000.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents: sealed with our seals and dated this 10th day of November , 1958 .

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Gilbert R. Harryman vs. Gilbert Arthur Harryman, No. 12,859 Equity Dated October 7, 1958, George B. Woelfel was ~~xxxxx~~ appointed Trustees to make sale of the property described in said proceedings, and the said George B. Woelfel is ~~xxx~~ about to execute said power and make sale of the property described in said proceedings.

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

WITNESS:

Kathleen L. Woelfel
Kathleen L. Woelfel

George B. Woelfel (SEAL)
George B. Woelfel, PRINCIPAL

_____ (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate

By _____
John H. Hopkins, Jr., Attorney-in-fact

SURETY

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

FILED

1958 NOV 10 AM 10:14

32

Gilbert R. Harryman	:	No. 12859 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Gilbert Arthur Harryman	:	Anne Arundel County
	:	

: : : : : : : : : : :

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

: : : : : : : : : : :

I hereby certify that upon this 10th day of November, 1958, I sold the above described property unto Gilbert R. Harryman at and for the sum of Four thousand ($4000) Dollars, he being at that figure the highest bidder therefore.

Witness my hand and seal placed hereon the day and year first above written.

Witness: George B. Woelfel

(Seal)
Auctioneer

I hereby certify that upon this 10th day of November, 1958, I purchased the within described property from George B. Woelfel, Trustee, at and for the sum of Four thousand ($4000) Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year first above written.

FILED
1958 NOV 13 AM 9:36

Witness: George B. Woelfel

Gilbert R. Harryman
Purchaser

Public Sale

VALUABLE WATER FRONT

AT SHORELAND, 5TH DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtue of decree of Circuit Court for Anne Arundel County, dated 7th day of October, 1958, and passed in a cause therein pending wherein Gilbert R. Harryman, Plaintiff, and Albert A. Harryman, Defendant, No. 12,859 Equity, the undersigned trustee will sell at public sale at the Court House door in Annapolis, Maryland on

November 10, 1958 at 10 A.M.

Lots No. 32, 82 and 83 on Plat of Shoreland recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, Folio 2, lot No. 32 bordering on water and being the same tract conveyed to Harry Fritz and Ida Fritz, his wife, by two deeds, first from Pontiac Chieftan Club, dated November 25, 1927 and recorded among the aforesaid Land Records in Liber F. S. R. No. 31, Folio 323; second from Joseph Waclawski and wife by deed dated June 14, 1928 recorded among the aforesaid Land Records in Liber F. S. R. No. 27, Folio 338.

Improvements

This property improved by a two story frame house in dire need of repair.

Terms of Sale

A deposit of $500 cash shall be deposited with trustee on the day of sale, balance to be paid in cash upon final ratification of sale, these deferred payments to bear interest of 6% from date of sale or all cash at the option of purchaser. Taxes, insurance and all public liens to be adjusted as of date of sale. For further particulars see George B. Woelfel, Trustee, 9 School Street, Annapolis, Md.

GEORGE SCIBLE,
Auctioneer.

Notice To Creditors

Notice is hereby given to all creditors of

IDA FRITZ, also known as IDA SHERMAN or IDA HARRYMAN

directing said creditors to file their claims with the Clerk of the Circuit Court for Anne Arundel County on or before the 15th day of January, 1959, or thereafter be barred.

GEORGE B. WOELFEL,
Trustee.

N-6.

LIBER 121 PAGE 411

Gilbert R. Harryman	:	No. 12859 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Gilbert Arthur Harryman	:	Anne Arundel County
	:	

: : : : : : : : : :

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, Trustee appointed by a decree of this Court, passed in the above entitled cause, dated the 7th day of October, 1958, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, printed and published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door in the said City, on the 10th day of November, 1958, at 10 o'clock A.M. and then and there proceeded to sell said property in manner following, that is to say:

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

Lot No. 32 Plat of Shoreland as recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 2, by deed from The Pontiac Chieftain Club, Inc., a body corporate, said deed being dated the 25th day of November, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 31, folio 323; and Lots Nos. 82 and 83 Plat of Shoreland aforesaid which was acquired from Joseph Waclawski and Kamila Waclawski, his wife, by deed dated the 14th day of June, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 27,

FILED
1958 NOV 13 AM 9:36

34

folio 338, and that title to all the aforesaid lots was taken in the names of Harry Fritz and Ida Fritz, his wife, their heirs and assigns, forever, in fee simple.

And your said Trustee sold the above described property to Gilbert R. Harryman for the sum of Four Thousand ($4,000.00) Dollars, he being at that sum the highest bidder therefor, the terms of said sale being a deposit of Five Hundred ($500.00) Dollars, balance upon ratification of the sale.

Respectfully submitted,

George B. Woelfel

George B. Woelfel, Trustee

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 10th day of November, in the year 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary [illegible]

Notary Public

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.

55

ORDER NISI

121 PAGE 413

Gilbert R. Harryman

versus

Gilbert Arthur Harryman

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,859 Equity

Ordered, this 13th day of November, 19 58, That the sale of the Property in these proceedings mentioned made and reported by George B. Woelfel, Trustee~~s~~,

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

The report states that the amount of sale ~~exceeds~~ was $ 4,000.00

Vernon T. Cromwell Clerk.

True Copy,

TEST: Clerk.

FILED 1958 NOV 13 AM 9:36

(Final Order)

Gilbert R. Harryman

versus

Gilbert Arthur Harryman

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson
Judge

FILED

1958 DEC 22 AM 9:40

36

OFI E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 414

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,859 Equity

GILBERT R. HARRYMAN
VERSUS
GILBERT ARTHUR HARRYMAN

Ordered, this 13th day of November, 1958. That the sale of the property in these proceedings mentioned, made and reported by George B. Woelfel, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

The report states that the amount of sale was $4.000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1958.

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,859.

Gilbert R. Harryman

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of December, 1958. The first insertion being made the 15th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1958 DEC 10 AM 11:35

No. M.G. 16-9-84

37

In the Case of

Gilbert R. Harryman

VS.

Gilbert Arthur Harryman

In the

Circuit Court

For

Anne Arundel County

No. 12,859 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

November 10, 1959

FILED
1959 NOV 12 PM 3:03

Dr. Gilbert R. Harryman vs. Gilbert Arthur Harryman in ac.

To Trustee for Commissions, viz:	150	88	150	88
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	66	25		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Robert W. Ogle - Guardian ad Litem	4	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Irene Hazel - stenographer's fees	14	00		
Auditor - stating this account	22	50	139	65
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	47	56		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	20	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - certified copies deeds	5	00		
Register of Wills - certified copy Will	1	75		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Mary M. Hoff - notary fees	1	50		
John B. Wright - fee for legal services to defendant (Order 11/5/59)	100	00	225	21
To Trustee for Taxes, viz:				
1958 State and County taxes - adjusted to 11/10/58	83	74	83	74
BALANCE FOR DISTRIBUTION - $3,429.69				
Distributed in accordance with decree of 10/7/58 and Decree of 10/31/59, as follows:				
(1) To Gilbert Harryman, sole devisee of Harry Fritz - one-half	1,714	84		
(2) To Gilbert R. Harryman - this balance on account amount allowed him by decree of 10/31/59 on his claim against Estate of Ida Sherman, who died, intestate, 5/2/58	1,714	85	3,429	69
			4,029	17
Amount allowed Gilbert R. Harryman by Decree of 10/31/59	1,887	30		
Cr. Amount allowed above	1,714	85		
Balance due	172	45		

39

with George B. Woelfel, Trustee Cr.

1958				
Nov.	10	Proceeds of Sale	4,000 00	
		Interest on deferred payment of $3,500.00 to 12/30/58	29 17	4,029 17
				4,029 17

ORDER NISI LIBER 121 PAGE 418 In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Gilbert R. Harryman

VERSUS

Gilbert Arthur Harryman

No. 12,859 Equity.

ORDERED, This 12th day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of December next.

George T. Cromwell, Clerk

1959 NOV 12 PM 3:03

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of December, 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. Brice Duckett

1959 DEC 22 PM 4:02

4.

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 419

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,859

Auditor Account

Gilbert Arthur Harryman

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 December, 1959. The first insertion being made the 19th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. C. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,859 Equity
GILBERT R. HARRYMAN
vs.
GILBERT ARTHUR HARRYMAN

Ordered, this 12th day of November, 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 21st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of December next.

GEORGE T. CROMWELL, Clerk

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

No. M. C. 1-2-3-24

42

LIBER 121 PAGE 420

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
BENNY SPELL and BERTHA SPELL, his wife	*	NO. 12,741 EQUITY
	*	

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

Mr. Clerk:

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

Samuel M. Ivrey, assignee

Samuel M. Ivrey, Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1958 JUN 30 PM 2:55

1

LIBER 121 PAGE 421
BOOK 609 PAGE 550

No. 12,741 Equity
~~No. 10,998 Equity~~

Form No. 1—County Fee

This Mortgage, made this Twenty-ninth day of December ,

in the year one thousand nine hundred and fifty , between

BENNY SPELL and BERTHA SPELL, his wife, of

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

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to BENNY SPELL and BERTHA SPELL, his wife,

the sum of ONE THOUSAND and 00/100 ($1,000.00) - - - - - - - - - - - dollars,

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

By the payment of Sixteen and 88/100 ($16.88) - - - - - - - - - - - - - - -

dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said BENNY SPELL and BERTHA SPELL, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those two lots , pieces , or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

All those two lots or parcels of ground situate, lying and being in the Fifty Election District of Anne Arundel County, aforesaid, in the Sub-division of Patapsco Park, situate at Pumphrey's Station, as shown on the Plat of The Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 31, (now Cabinet No. 2, Rod B-4, Plat 31), and which said lots are described as follows:

FILED

1958 JUN 30 PM 3:59

2

Lots numbered 536 and 537, bordering sixty (60) feet on the South side of Elizabeth Avenue, with an even depth therefrom of one hundred thirty (130) feet.

BEING the identical property which was conveyed unto the above named Mortgagors from the Patapsco Park Land Company by deed dated March 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 401 at folio 247.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

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

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

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

LIBER 121 PAGE 423
BOOK 609 PAGE 552

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) BENNY SPELL and BERTHA SPELL, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:-

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Edward G. Chaney, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS:

Edward G. Chaney

Benny Spell ..... (SEAL)
BENNY SPELL

Bertha Spell ..... (SEAL)
BERTHA SPELL

..... (SEAL)

..... (SEAL)

BOOK 609 PAGE 553 LIBER 121 PAGE 424

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 29th day of December, in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared BENNY SPELL and BERTHA SPELL, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL COUNTY

Edward G. Chaney
Edward G. Chaney Notary Public.

My commission expires on May 7, 1951.

Recorded- 2nd February, 1951, at 3 P.M.

Mortgage

FROM

BENNY SPELL and

BERTHA SPELL, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lots Nos. 536 & 537, Elizabeth Avenue, Pumphrey's Station

Received for record Feby 2 19 51 at 3 o'clock P M.

Same day recorded in Liber [illegible] No. 609 folio 550 &c. one of the Land Records of Anne Arundel County and examined per [illegible] Clerk.

Cost of Record $ [illegible]

EDWARD G. CHANEY
ATTORNEY AT LAW,
TOWNSWORTH BUILDING
ANNAPOLIS, MD.

St. 1.1

Filed Aug 19, 1974

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

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 18th day of June, 1958.

ATTEST: [illegible] ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY [illegible] R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

Execution approved

Description approved

Property: [illegible]

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1958 JUN 30 PM 3:37

& RECORDED IN LIBER 644 NO. 609 FOLIO 553

GEO. R. CROMWELL, CLERK

LIBER 121 PAGE 425

BOOK 590 PAGE 469

No. 12,741 Equity

Form No. 1—County Fee

This Mortgage, made this 15th day of September, in the year one thousand nine hundred and fifty, between BENNY SPELL and BERTHA SPELL, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor (s), and Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to BENNY SPELL and BERTHA SPELL, his wife, the sum of One Thousand Seven Hundred and 00/100 ($1,700.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of .....6% per annum, in the manner following:

By the payment of Fourteen and 35/100 ($14.35) dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said BENNY SPELL and BERTHA SPELL, his wife, do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those two lot s , piece s , or parcel s of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

All those two lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County, aforesaid, in the Sub-division of Patapsco Park, situate at Pumphrey's Station, as shown on the Plat of The Patapsco Park Land Company, which plat is duly filed in the Office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 31, (now Cabinet No. 2, Rod B-4, Plat 31), and which said lots are described as follows:

FILED

1958 JUN 30 PM 3:59

6

Lots numbered 536 and 537, bordering sixty (60) feet on the South side of Elizabeth Avenue, with an even depth therefrom of one hundred thirty (130) feet.

BEING the identical property which was conveyed unto the above named Mortgagors from the Patapsco Park Land Company by deed dated March 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 401 at folio 247.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

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

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

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

LIBER 121 PAGE 427
BOOK 590 PAGE 471

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) BENNY SPELL and BERTHA SPELL, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by ~~Edward~~ G. Chaney ~~John McMahon~~, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS:

Edward G. Chaney

Edward G. Chaney

Benny Spell (SEAL)
Benny Spell

(SEAL)
Bertha Spell

Bertha Spell (SEAL)

(SEAL)

9

BOOK 590 PAGE 472 LIBER 121 PAGE 428

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 15th day of September, in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared BENNY SPELL and BERTHA SPELL, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Edward G. Chaney
Edward G. Chaney Notary Public

My commission expires on

MAY 7, 1951.

Recorded-21st-Sept-1950-at-12:05-P.M.

Filed in Equity No. 12,741

Mortgage

FROM

BENNY SPELL and

BERTHA SPELL, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lots 526 & 537 Patapsco Park, A.A.Co., Md.

Received for record 21 Sept 1950 at 12:05 o'clock P.M.

Same day recorded in Liber XX No. 590 folio 469 &c. one of the Land Records of Anne Arundel County and examined per John H. Hopkins 3rd Clerk.

Cost of Record $

XXXXXXXXXXXX
ATTORNEY AT LAW
XXXXXXXXXXXX
ANNAPOLIS, MD.

Property

Description

Execution approved

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

958 JUN 30 PM 3:37

& RECORDED IN LIBER 6TC NO. 590 FOLIO 472

GEO. T. CROMWELL, CLERK

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

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 18th day of June, 1958.

ATTEST:

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney
R. Gardiner Chaney

Samuel M. Ivrey, Secretary

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

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF BENNY SPELL and BERTHA SPELL, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,741 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Brendan O'Dwyer and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Brendan O'Dwyer
Affiant

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Subscribed and sworn to before me this 28th day of June, 1958.

Samuel M. Ivrey
Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1958 JUN 30 PM 2:55

10

LIBER 121 PAGE 430

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
BENNY SPELL and BERTHA SPELL, his wife	*	No. 12,741 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association) of Annapolis, Maryland, under two Mortgages to the said Association from Benny Spell and Bertha Spell, his wife, (1) dated the 15th day of September, 1950, and recorded among the Land Records of Anne Arundel County in Liber JHH 590, folio 469, and (2) dated the 29th day of December, 1950, and recorded among the Land Records of Anne Arundel County in Liber JHH 609, folio 550; said Mortgages being in default.

Balance due on principal	$2,430.55
Interest to July 29, 1958	11.75
	$2,442.30

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association) of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claims described herein, and that it has not received any security of any satisfaction therefore other than the Deeds of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Commission Expires: 5/4/59

Samuel M. Ivrey - Notary Public

1958 JUN 30 PM 2:55 FILED

NOTARIAL SEAL PUBLIC

LAW OFFICES SAMUEL M. IVREY ANNAPOLIS, MD.

11

G 22056

LIBER 121 PAGE 431
LIBER 9 PAGE 372

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND No. 12,741 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, SAMUEL M. IVREY, **as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of** FIVE THOUSAND ($5,000.00) --- **Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this** 29th **day of** July , **1958 .**

WHEREAS by virtue of a power of sale contained in a Mortgages from Benny Spell and Bertha Spell, his wife, **to** Enterprise Federal Savings & Loan Association of Annapolis, Md. --- , **bearing date on or about the** 15th **day of** September and the 29th day of December, 1950, respectively **1950 , the said** Samuel M. Ivrey **as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part. AND WHEREAS default has occurred in the payment of the principal and interest aforesaid, and the said** Samuel M. Ivrey **as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.**

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

WITNESS:

Josephine J. Diefel
Josephine J. Diefel

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey, Principal

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 29 July, 1958.
Geo. T. Cromwell
Clerk

FILED
1958 JUL 29 AM 11:00

12

GEORGE W. SCIBLE - - - - - - - - - - - - - - - - Auctioneer

ASSIGNEE'S SALE

OF VALUABLE

No. 12,741 Equity

Improved Real Estate

PATAPSCO PARK PUMPHREY'S STATION
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgages from Benny Spell and Bertha Spell, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, (now Annapolis Federal Savings and Loan Association) (1) dated the 15th day of September, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, folio 469, and (2) dated the 29th day of December, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 609, folio 550, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgages, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Tuesday, July 29, 1958

AT 11 O'CLOCK, A.M.

ALL THOSE TWO LOTS OR PARCELS OF GROUND situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, in the Sub-division of Patapsco Park, situate at Pumphrey's Station, as shown on the Plat of The Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 31, (now Cabinet No. 2, Rod B-4, Plat 31), and which said lots are described as follows: Lots numbered 536 and 537, bordering sixty (60) feet on the South side of Elizabeth Avenue, with an even depth therefrom of one hundred thirty (130) feet.

BEING the identical property which was conveyed unto Benny Spell and Bertha Spell, his wife, from the Patapsco Park Land Company by deed dated March 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 401, folio 247.

The said property being improved by a frame dwelling containing eight rooms and bath.

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

SAMUEL M. IVREY, Assignee
144 Duke of Gloucester Street
Annapolis, Maryland

FILED

1958 AUG -2 AM 11:06

L3

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 1,500.00 and I/We agree to abide by the terms therein.

WITNESS the name of the Annapolis Federal Savings and Loan Association this 29 day of July, 1958, by the signature of its President, attested by the signature of its Secretary, and affixing its Corporate Seal hereto.

ATTEST:

Samuel M. Ivrey

Samuel M. Ivrey - Secretary

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSN.

BY: R. Gardiner Chaney (SEAL)

R. Gardiner Chaney - Pres.

I hereby certify that I sold property described on the reverse side of this Handbill to the Annapolis Federal Savings and Loan Association at and for the price of $1,500.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 29th day of July, 1958.

WITNESS:

Samuel M. Ivrey

(SEAL)

Auctioneer

FILED

1958 AUG -2 AM 11:06

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
BENNY SPELL and BERTHA SPELL,	*	NO. 12,741 EQUITY
his wife	*	

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

LIBER 121 PAGE 434

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Assignee, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage, being in default,having given bond with surety which was duly approved and having given 20 days notice of time, place and manner and terms of sale by advertisement in the "Maryland Gazette", a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, July 29th, 1958, at 11 o'clock A. M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THOSE TWO LOTS OR PARCELS OF GROUND situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, in the Sub-division of Patapsco Park, situate at Pumphrey's Station, as shown on the Plat of The Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 31, (now Cabinet No. 2, Rod B-4, Plat 31), and which said lots are described as follows: Lots numbered 536 and 537, bordering sixty (60) feet on the South side of Elizabeth Avenue, with an even depth therefrom of one hundred thirty (130) feet.

FILED
1958 AUG -2 AM 11:05

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

15

BEING the identical property which was conveyed unto Benny Spell and Bertha Spell, his wife, from the Patapsco Park Land Company by deed dated March 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 401, folio 247.

SAID property being sold to the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, at and for the sum of $1500.00 it being at that price then and there the highest bidder therefore.

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

AND as in duty bound, etc.

Samuel M. Ivrey - Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 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 SAMUEL M. IVREY, ASSIGNEE, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the same was fairly made.

AS WITNESS my hand and Notarial Seal.

Doris B. Clarke
Notary Public

My Commission Expires: May 4, 1959

DORIS B. CLARKE NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

16

ORDER NISI

LIBER 121 PAGE 436

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

BENNY SPELL and BERTHA SPELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,741 Equity

Ordered, this 2nd day of August, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee ~~XXXXXXX~~

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

The report states that the amount of sales ~~to be~~ was ~~XXXX~~ $ 1,500.00

FILED 1958 AUG 2 AM 11:05

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

BENNY SPELL and BERTHA SPELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of September, 19 Finally

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

Matthew A. Evans

Judge

FILED

1958 SEP 10 PM 3:30

17

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

Patapsco Park, Pumphrey's Station, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the Mortgages from Benny Spell and Bertha Spell, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, (now Annapolis Federal Savings and Loan Association) (1) dated the 15th day of September, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, folio 469, and (2) dated the 29th day of December, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 609, folio 550, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgages, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Tues., July 29th, 1958 at 11 o'clock A. M.

ALL THOSE two lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, in the Sub-division of Patapsco Park, situate at Pumphrey's Station, as shown on the Plat of The Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 31, (now Cabinet No. 2, Rod B-4, Plat 31), and which said lots are described as follows: Lots numbered 536 and 537, bordering sixty (60) feet on the South side of Elizabeth Avenue, with an even depth therefrom of one hundred thirty (130) feet.

BEING the identical property which was conveyed unto Benny Spell and Bertha Spell, his wife, from the Patapsco Park Land Company by deed dated March 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 401, folio 247.

The said property being improved by a frame dwelling containing eight rooms and bath.

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

SAMUEL M. IVREY,
Assignee
144 Duke of Gloucester Street
Annapolis, Maryland.

GEORGE W. SCIBLE,
Auctioneer.

Jy-24

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 437

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1958

We hereby certify, that the annexed

Assignee's Sale

No. 12,741 Equity

Benny Spell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of July, 1958. The first insertion being made the 3rd day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG -5 PM 3:19

By Marie Yates

OFF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 438

Order Nisi

INI THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,741 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF BENNY SPELL and BERTHA SPELL, his wife

Ordered, this 2nd day of August, 1958, that the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Aru 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 $1,500.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,741.

Benny Spell.

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 3672 1958 SEP -3 PM 3:52 By Tilghman

19

LIBER 121 PAGE 439

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Benny Spell
and
Bertha Spell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,741 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.

November 10, 1959

Laura K. Jacklung
Auditor.

FILED

1959 NOV 10 AM 11:11

Dr. In the Matter of the Mortgaged Real Estate of Benny Spell and Bertha Spell, his wife — in ac.

To Assignee for Commissions, viz:	76	50		
To Assignee for Fees, viz:	70	00	146	50
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - statingthis account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	51	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	60		
Globe Indemnity Co. - 1958 and 1959 bond premiums	40	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording two assignments	2	00		
One-half Federal documentary stamps		82		
One-half State documentary stamps	1	65		
Doris B. Clarke - notary fee		50	154	81
To Assignee for Taxes, viz: 1958 State and County taxes $66.90) - 6 months 29 days	38	99	38	99
To Annapolis Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	1,108	20	1,108	20
			1,500	00
Amount of mortgage claim filed	2,442	30		
Cr. Amount allowed above	1,108	20		
Balance subject to decree in personam	1,334	10		

21

with Samuel M. Ivrey, Assignee Cr.

1958				
July	29	Proceeds of Sale	1,500 00	1,500 00
				1,500 00

LIBER 121 PAGE 442

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Benny Spell and Bertha Spell, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,741 Equity.

1959 NOV 10 AM 11:11

ORDERED, This 10th day of November, 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 14th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of December, 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.

D. Bruce Duckett

1959 DEC 15 P. 2:11

OFFI~ OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 443

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,741 Equity

In the Matter of the Mortgaged Real Estate of
BENNY SPELL and
BERTHA SPELL, his wife

Ordered, this 10th day of November, 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 14th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,741 Auditor Account Benny Spell

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 14th day of December, 1959. The first insertion being made the 12th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 12308 1959 DEC -2 1 3:17 By H. Tilghman

24

LIBER 121 PAGE 444

JAMES R. MULLAN 5109 Ballman Avenue, Baltimore, 25, Anne Arundel County, Maryland, Plaintiff	*	IN THE
	*	CIRCUIT COURT FOR
Vs.	*	
MRS. J. CLINTON MEWSHAW Also known as MILDRED C. MEWSHAW 119 N. W. Fifth Street, Evansville, Indiana;	*	ANNE ARUNDEL COUNTY
J. CLINTON MEWSHAW 119 N. W. Fifth Street, Evansville, Indiana;	*	In Equity
And any and all persons having or claiming to have any interest in the following described property located in the Fifth Election District of Anne Arundel County, State of Maryland, to wit: Lots Nos. 84 and 85, in Block or Section B, and Lots Nos. 20, 21, 22, 23, 24, 28, 29, 30, 31 and 32, in Block or Section C, Brooklyn Heights, all as shown on the Plat of Brooklyn Heights, A. A. County.	*	Equity No. 13,299

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That your Orator brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70 to 123, both inclusive, of Article 81 of the Annotated Code of Maryland, 1957 Edition.

2. That on October 14th., 1957, your Orator, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificate of Tax Sale No. A 3316 therefor from said Collector of Taxes, the following described real estate located in Anne Arundel County, to wit: Lots Nos. 84 and 85 in Block or Section B, and Lots Nos. 20, 21, 22, 23, 24, 28, 29, 30, 31 and 32 in Block or Section C, in Brooklyn Heights, in the Fifth Election District of Anne Arundel County, all as shown on the Plat of Brooklyn Heights in said County, which said property is assessed to Mrs. J.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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1959 JUN 26 PM 3:51

Clinton Mewshaw.

3. That the said Tax Sale Certificate No. A 3316, dated October 14th. 1957, setting forth the aforesaid sale to your Orator, is attached hereto and filed herewith and marked "Plaintiff's Exhibit No. 1", and which is prayed to be taken as a part hereof.

4. That according to a diligent and careful search which has been made of the Land Records, Law and Equity Records, Tax and Assessment Records, and the Records of the Register of Wills of Anne Arundel County, it has been ascertained that James Clinton Mewshaw is the owner of record title to the said property, by virtue of the following two conveyances, to wit: (1) A Deed dated August 19th., 1915, from Ann Eliza Mewshaw, Widow, recorded among the said Land Records in Liber G. W. No. 115 folio 471; and (2) A Deed dated December 13th., 1915, from Frances Smith, Unmarried, recorded among the said Land Records in Liber G. W. No. 122 folio 453; and that said lots, according to the records in the office of the Supervisor of Assessments of Anne Arundel County, are assessed to Mrs. J. Clinton Mewshaw.

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

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 14th., 1957, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for delinquent County, State and Special taxes due, in arrears and unpaid for the years 1956 and 1957. due to Anne Arundel County and the State of Maryland, and the Plaintiff paid for the aforesaid Tax Sale Certificate the sum of $133.03.

7. That the amount necessary for redemption of the said Tax Sale Certificate and the property described therein is $133.03, plus all taxes to date, and penalties and interest thereon, accruing subsequent to the date of said sale, and the total disbursements of the holder of the Certificate of Sale and costs.

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HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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TO THE END, THEREFORE: Your Orator Prays -

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

2. That an Order of Publication be granted to your Orator, directed to the said Defendants and to all parties in interest in said property, commanding them to appear in this Court on some certain day to be named therein, and answer the exigencies of this Complaint.

3. That this Honorable Court enter a Final Decree foreclosing all equities and rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property, which shall be final as to the said Defendants, and all persons having or claiming to have any interest in said property, their heirs, devisees, and personal representatives, and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest; said Final Decree directing the Treasurer for Anne Arundel County to execute and deliver to the Plaintiff a deed to the said property, which shall vest in the Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, free and clear of all alienations and descents of the said property occurring prior to the decree of Court and encumbrances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

4. That your Orator may have such other and further relief as the nature of his case may require.

AND AS IN DUTY BOUND, etc.

James R. Mullan, Plaintiff.

Hugh K. Holmes, Solicitor for the
Plaintiff
Lake Shore, Route 7,
Pasadena P. O., Md.

LIBER 121 PAGE 446

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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LIBER 121 PAGE 447

STATE OF FLORIDA, COUNTY OF Volusia, to wit:

I HEREBY CERTIFY, That on this 6th day of June, in the year One Thousand Nine Hundred Fifty-Nine, before me, the subscriber, a Notary Public of the State of Florida, in and for Volusia County aforesaid, personally appeared James R. Mullan, the Plaintiff named in the aforegoing Bill of Complaint, and made oath in due form of law that all of the matters and things contained therein are true and correct, to the best of his information, knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Dorothy K. Craig, Notary Public.

DOROTHY K. CRAIG NOTARY PUBLIC STATE OF FLORIDA AT LARGE

My Commission expires Notary Public, State of Florida at Large
My Commission Expires April 1, 1960
Bonded By American Fire & Casualty Company

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

Eq. 13,299

LIBER 121 PAGE 448

A 3316 **CERTIFICATE OF TAX SALE**

JOSEPH H. GRISCOM, Sr.

I, *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to J Mullan at public auction for the sum of 133 03/xx Dollars and ..... Cents, of which 133 03/xx Dollars has been paid as a deposit on the property in Dist 5 - described as Lot 84-85 Bek B Lot 20-22 Bek C, Lot 23-24 Bek C Lot 28-32 Bek C as shown on the plat of Brooklyn Hgts - Sanitary Alg. and assessed to Mrs J Clinton Meinshaw

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

Witness my hand and seal, this 14 day of 1957

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires May 4, 1959

5

HUGH K. HOLMES
Attorney at Law
Lake Shore, Pasadena P. O.,
Maryland

LIBER 121 PAGE 449

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JAMES R. MULLAN
5109 Ballman Avenue,
Baltimore-25,
Anne Arundel County,
Maryland,

Plaintiff

Vs.

MRS. J. CLINTON MEWSHAW
Also known as MILDRED C. MEWSHAW
119 N. W. Fifth Street,
Evansville, Indiana;

J. CLINTON MEWSHAW
119 N. W. Fifth Street,
Evansville, Indiana;

And any and all persons having or claiming to have any interest in the following described property located in the Fifth Election District of Anne Arundel County, State of Maryland, to wit: Lots Nos. 84 and 85, in Block or Section B, and Lots Nos. 20, 21, 22, 23, 24, 28, 29, 30, 31 and 32, in Block or Section C, Brooklyn Heights, all as shown on the Plat of Brooklyn Heights, A. A. County,

Defendants.

IN EQUITY

EQUITY NO. 13299

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 14th. day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to James R. Mullan, the Plaintiff in these proceedings, for taxes due for the years 1956 and 1957. due to Anne Arundel County and the State of Maryland, by Tax Sale Certificate No. A 3316, and assessed and described on the Books of Assessment and Taxation to Mrs. J. Clinton Mewshaw: Lots Nos. 84 and 85, in Block or Section B, and Lots Nos. 20, 21, 22, 23, 24, 28, 29, 30, 31 and 32, in Block or Section C, all in Brooklyn Heights, in the Fifth Election District, as shown on the Plat of Brooklyn Heights, said property having been sold to the Plaintiff for the sum of $133.03, which amount has been paid in full.

FILED

1959 JUN 26 PM 3:51

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HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

6

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14th., 1957.

It is thereupon this 26th day of June, 1959, by the Circuit Court for Anne Arundel, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 2nd day of September, 1959, next, warning the said Mrs. J. Clinton Mewshaw, also known as Mildred C. Mewshaw, and J. Clinton Mewshaw, and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 2nd day of September, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the property and vesting in the said Plaintiff, James R. Mullan, a title free and clear or all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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HUGH K. HOLMES
Attorney at Law
Lake Shore, Pasadena P.
Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY

Equity No. 13,299

JAMES R. MULLAN,
5109 Ballmon Avenue,
Baltimore 25,
Anne Arundel County,
Maryland,

Plaintiff

vs.

MRS. J. CLINTON MEWSHAW,
Also known as MILDRED C.
MEWSHAW.
119 N.W. Fifth Street,
Evansville, Indiana;
J. CLINTON MEWSHAW,
119 N.W. Fifth Street,
Evansville, Indiana;
And any and all persons having or claiming to have any interest in the following described property located in the Fifth Election District of Anne Arundel County, State of Maryland, to wit: Lots Nos. 84 and 85, in Block or Section B, and Lots Nos. 20, 21, 22, 23, 24, 28, 29, 30, 31 and 32, in Block or Section C Brooklyn Heights, all as shown on the Plat of Brooklyn Heights, A. A. County,

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 14th. day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to James R. Mullan, the Plaintiff in these proceedings, for taxes due for the years 1956 and 1957, due to Anne Arundel County and the State of Maryland, by Tax Sale Certificate No. A 3316, and assessed and described on the Books of Assessment and Taxation to Mrs. J. Clinton Mewshaw: Lots, Nos. 84 and 85, in Block or Section B, and Lots Nos. 20, 21, 22, 23, 24, 28, 29, 30, 31 and 32 in Block or Section C, all in Brooklyn Heights, in the Fifth Election District, as shown on the Plat of Brooklyn Heights, said property having been sold to the Plaintiff for the sum of $133.03, which amount has been paid in full,

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14th, 1957.

It is thereupon, this 26th day of June, 1959, by the Circuit Court for Anne Arundel, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks before the 2nd day of September, 1959, next, warning the said Mrs. J. Clinton Mewshaw, also known as Mildred C. Mewshaw, and J. Clinton Mewshaw, and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 2nd day of September, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the property and vesting in the said Plaintiff, James R. Mullan, a title free and clear of all encumbrances.

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 451

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1959

We hereby certify, that the annexed

Order of Publication
Eq. No. 13,299 Property
James R. Mullan
Mewshaw

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

1959 By [illegible]

E .ty No. 13,299

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 121 PAGE 452

ANNE ARUNDEL COUNTY, }
STATE OF MARYLAND, } ss:

I hereby certify that, on this 24th. day of September ,
19 59 , personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for Anne Arundel County, JAMES R. MULLAN

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.)

MRS. J. CLINTON MEWSHAW and J. CLINTON MEWSHAW,

~~XXXXX~~ are not in the military service of the United States of America, to the best of his information, knowledge and belief.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 24th. day of September , 19 59 .

Notarial Seal

Hugh K. Holmes, *Notary Public*

My Commission will expire on: May 1st., 1961

Filed,

FILED
1959 NOV -6 [illegible]

9

JAMES R. MULLAN, Plaintiff,	*	IN THE
Vs.	*	CIRCUIT COURT FOR
MRS. J. CLINTON MEWSHAW, also known as MILDRED C. MEWSHAW;	*	ANNE ARUNDEL COUNTY
J. CLINTON MEWSHAW, et al, Defendants.	*	In Equity
	*	Equity No. 13,299
	*	
	*	

LIBER 121 PAGE 453

AFFIDAVIT AS TO PROCEDURE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 5th. day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, attorney, and made oath in due form of law to the following statement in regard to procedure followed in the above captioned case, and subscribed his signature to said statement in my presence:

1. On July 8, 1959, a "True Copy" of the Order of Publication in this case was sent to Mr. J. Clinton Mewshaw at his last known address, 119 N. W. Fifth Street, Evansville, Indiana, by Certified Mail No. 265548, return receipt requested; and that said envelope was returned to sender marked "Deceased", the same being attached hereto.

2. On July 8, 1959, a "True Copy" of the Order of Publication in this case was sent to Mrs. J. Clinton Mewshaw, at her last known address, 119 N. W. Fifth Street, Evansville, Indiana, by Certified Mail No. 265551, return receipt requested; and that copy was apparently delivered to and received by Mrs. J. Clinton Mewshaw on July 11th., 1959, who signed for same, the said return receipt being attached hereto.

Hugh K. Holmes

Hugh K. Holmes, Solicitor for the Plaintiff.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Marie A. Durner

Marie A. Durner, Notary Public.

My Commission expires May 1st., 1961.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

JAMES R. MULLAN, Plaintiff,	*	IN THE
Vs.	*	CIRCUIT COURT FOR
MRS. J. CLINTON MEWSHAW, also known as MILDRED C. MEWSHAW;	*	ANNE ARUNDEL COUNTY
J. CLINTON MEWSHAW, et al, Defendants.	*	In Equity
	*	Equity No. 13,299
	*	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Maryland Gazette, a newspaper of general circulation in Anne Arundel County, State of Maryland, as prescribed by said Order against the Defendants, Mrs. J. Clinton Mewshaw, also known as Mildred C. Mewshaw, and J. Clinton Mewshaw, and all persons having or claiming to have any interest in the real property therein described as assessed to the said Defendants and sold to the Plaintiff on October 14th., 1957 for the non-payment of taxes due for the years 1956 and 1957;

And it further appearing that the said Defendants have failed to enter their appearance herein either in person or by solicitor, and have failed to file an Answer to the Bill of Complaint, and the time within which the said Defendants could so appear and file an Answer has now expired, it is, therefore, this 12th day of November, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint in this cause be, and the same is hereby taken Pro Confesso against the said Defendants, Mrs. J. Clinton Mewshaw, also known as Mildred C. Mewshaw, and J. Clinton Mewshaw, and all persons having or claiming to have any interest in the real property therein described, and as the same is assessed to the said Defendants and described in the books of the County Treasurer, and as sold to the Plaintiff on the 14th. day of October, 1957.

O. Bowie Duckett
Judge

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED
1959 NOV 12 PM 3:08

11

JAMES R. MULLAN, Plaintiff,	o	IN THE
Vs.	o	CIRCUIT COURT FOR
MRS. J. CLINTON MEWSHAW, also known as MILDRED C. MEWSHAW,	o	ANNE ARUNDEL COUNTY
and	o	In Equity
J. CLINTON MEWSHAW, et al, Defendants.	o	Equity No. 13,299

LIBER 121 PAGE 455

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court. It appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 through 123, both inclusive, of Article 81 of the Annotated Code of Maryland, 1957 Edition,

IT IS THEREUPON ORDERED this 18th day of December, 1959, by the Circuit Court for Anne Arundel County, State of Maryland, in Equity:

(1) That all rights of redemption of the Defendants, or of anyone claiming by, through, from or under them or any of them, in and to the following described property, to wit:

Lots Nos. 84 and 85 in Block or Section B, and Lots Nos. 20, 21, 22, 23, 24, 28, 29, 30, 31 and 32 in Block or Section C, Brooklyn Heights, as shown on the recorded Plats of said Subdivision

being the same property described in these proceedings as having been sold by the Treasurer of Anne Arundel County for the nonpayment of taxes for the years 1956 and 1957, be, and the same are hereby forever barred and foreclosed.

(2) That an absolute and indefeasible title in fee simple to said property, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject) is hereby vested in the said Plaintiff, James R. Mullan.

(3) That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest, and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute and deliver to the said Plaintiff, James R. Mullan, a Deed conveying said property to him, the said Plaintiff.

(4) That this Decree shall be final as to all of the said Defendants, their heirs, devisees and personal representatives, and their or any of their heirs, devisees, executors,

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HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

1959 DEC 19 AM 10:43

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administrators, assigns, or successors in right, title or interest.

(5) That the Plaintiff shall pay the costs of these proceedings.

Judge

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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LIBER 121 PAGE 457

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

Vs.

GERARD M. BAUMANN and
MADELINE R. BAUMANN, his wife
327 Riverside Road-Anne Arundel County, Md.
Defendants

Docket 18 Folio 246
Case No. 13,395
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 17th day of July A.D. 1952 the defendants executed and delivered to Provident Savings Bank of Baltimore, a body corporate of the State of Maryland, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $6500.00 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.

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

FILED

1959 SEP -4 AM 9:43

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

MARYLAND

Equity No. 13,395

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this 17th day of July, A. D. 19 52, by and between GERARD M. BAUMANN and MADELINE R. BAUMANN, his wife, both

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and PROVIDENT SAVINGS BANK OF BALTIMORE,

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

WHEREAS, the Mortgagor, ~~[illegible]~~* 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 SIXTY-FIVE HUNDRED Dollars ($ 6500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum until paid, principal and interest being payable at the office of Provident Savings Bank of Baltimore, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of THIRTY-NINE and 39/100 Dollars ($ 39.39), commencing on the first day of September, 19 52, 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 August, 19 72. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING for the same on the southeast side of Riverside Road at the distance of 226 feet southwesterly from the southwest side of Hilltop Road and at a point in line with the center of a partition wall between the house on the lot now being described and the house on the lot adjoining on the northeast; and running thence southwesterly binding on the southeast side of Riverside Road 34 feet to the northeast side of Arundel Road; thence southeasterly, binding on Arundel Road, 120 feet to the northwest side of an alley 15 feet wide, thence northeasterly binding thereon, with the use thereof in common with others, 34 feet to a point in line with the center of the partition wall above; thence northwesterly to and through the center of said wall and continuing the same course in all, 120 feet to the place of beginning. The improvements thereon being known as No. 327 Riverside Road. M. R.

BEING the same lot or parcel of ground described in an assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Thomas E. Kirby and Catherine E. Kirby, his wife, unto the Mortgagors herein.

PROVIDENT SAVINGS BANK OF BALTIMORE :
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff : IN THE CIRCUIT COURT FOR
vs.
GERARD M. BAUMANN and ANNE ARUNDEL COUNTY
MADELINE R. BAUMANN, his wife :
327 Riverside Road IN EQUITY
Anne Arundel County, Maryland
Defendants :

PETITIONER'S EXHIBIT #1

FILED

1959 SEP 9 A 9:13

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

16—49800-4

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, subject to the payment of the annual rent of $78.00, payable half-yearly on the 24th days of May and November, in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty (30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John J. Neubauer, 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 $65.00 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:

Alfred L. Brennan
ALF[illegible] BRENNAN

Gerard M. Baumann [SEAL]
Gerard M. Baumann

Madeline R. Baumann [SEAL]
Madeline R. Baumann

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 17th day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared GERARD M. BAUMANN and MADELINE R. BAUMANN, his wife, the above named Mortgagors, and they each acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared JOHN J. NEUBAUER, 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.

Alfred L. Brennan
Notary Public.
ALF[illegible] BRENNAN

Recorded: September 3, 1952 at 12.30 P.M. "O.P."

ALFRED L. BRENNAN NOTARY PUBLIC BALTIMORE

STATE OF MARYLAND

Mortgage

FROM

GERARD M. BAUMANN and

MADELINE R. BAUMANN, his wife,

TO

PROVIDENT SAVINGS BANK OF BALTIMORE

Received for Record 3 Sept. 1952 at 12:30 o'clock P. M.
Same day recorded in Liber G-NH No. 704 Folio 550 &c.,
one of the Land Records of

and examined per John H. Hopkins 3d, Clerk.

Cost of Record, $ 10.75

U. S. GOVERNMENT PRINTING OFFICE 16—49800-4

PP. NO. 29858 725

WRITTEN BY [illegible] 8.25

APPROVED FOR EXECUTION

EXECUTION APPROVED [illegible]

PROVIDENT SAVINGS BANK OF BALTIMORE :
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

: IN THE CIRCUIT COURT FOR

vs.

ANNE ARUNDEL COUNTY

GERARD M. BAUMANN and
MADELINE R. BAUMANN, his wife : IN EQUITY
327 Riverside Road
Anne Arundel County, Maryland
Defendants Equity No. 12,395

:

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 3rd day of September, 1959, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, 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;

(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.

John J. Neubauer - Affiant

Catherine T. Boegner
CATHERINE T. BOEGNER Notary Public

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1959 SEP -4 AM 9:43

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PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

GERARD M. BAUMANN and
MADELINE R. BAUMANN, his wife
327 Riverside Road, Anne Arundel Co., Md.
Defendants

IN THE
ANNE ARUNDEL COUNTY
Circuit Court for ~~Baltimore County~~
IN EQUITY.
Equity No. 13,395

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Provident Savings Bank of Baltimore, a body corporate of the State of Maryland,

under the mortgage from Gerard M. Baumann and Madeline R. Baumann, his wife,

to Provident Savings Bank of Baltimore

dated the 17th day of July, 1952, and recorded among the Land Records of Baltimore County in Liber JHH No. 704 Folio 550.

Principal amount of mortgage	$ 6500.00
Less payments made on account.	1824.32
Balance on principal	$ 4675.68
LESS:	
Credit in expense account.	.22
Net balance on account of principal.	$ 4675.46
Interest to October 1, 1959	77.95
Balance due on principal and interest.	$ 4753.41

Daily interest is $ .52

PROVIDENT SAVINGS BANK OF BALTIMORE
BY: [signature]
Gerard W. Kirby, Vice-President

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

I HEREBY CERTIFY, that on this 3rd day of September in the year nineteen hundred and fifty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore ~~said~~ County ~~aforesaid~~, personally appeared GERARD W. KIRBY, Vice-President of PROVIDENT SAVINGS BANK OF BALTIMORE

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.

[signature]
Norman G. Williams Notary Public

1959 SEP -4 AM 9:43

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Decree in Circuit Court for Anne Arundel County.

DOCKET 18 FOLIO 246

CASE NO. 13,395

FILED

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

Vs.

GERARD M. BAUMANN and
MADELINE R. BAUMANN, his wife
327 Riverside Road, Anne Arundel County,
Maryland
Defendants

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

LIBER 121 PAGE 464

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 4th day of September 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 Francis X. McDonough 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 $5,000.00 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 personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

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1959 SEP -5 PM 0:11

Matthew S. Brown
JUDGE

8

LIBER 10 PAGE 79

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 121 PAGE 465

Provident Savings Bank of Baltimore

versus

Gerard M. Baumann and Mildred R. Baumann, his wife

BOND OF TRUSTEE TO SELL Real Estate

Equity No. 13,395

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Francis X. McDonough of Baltimore, Maryland,

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 - Dollars ($ 5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 8th day of September in the year of our Lord one thousand, nine hundred and fifty-nine.

WHEREAS THE ABOVE BOUNDEN

John J. Neubauer and Francis X. McDonough

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

Provident Savings Bank of Baltimore

versus

Gerard M. Baumann and Mildred R. Baumann, 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 Francis X. McDonough

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 (SEAL)
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

(SEAL)

Francis X McDonough (SEAL)
Francis X. McDonough

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

Bond filed and approved this 16th day of September 1959
George T. Cromwell, clerk

FILED
1959 SEP 16 AM 9:30

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LM—12-58

REPORT OF SALE

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

GERARD M. BAUMANN and
MADELINE R. BAUMANN, his wife
327 Riverside Road, Anne Arundel Co., Md.
Defendants

—IN THE—

CIRCUIT COURT

—FOR—
ANNE ARUNDEL COUNTY, IN EQUITY
~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

LIBER 121 PAGE 466

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE COUNTY~~

The Report of Sale of John J. Neubauer and Francis X. McDonough, Trustees appointed by the decree in the above entitled cause to make sale of leasehold property known as No. 327 Riverside Road, Anne Arundel County, Maryland,

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "MARYLAND GAZETTE" a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday the 16th day of October, 19 59, at 4:00 o'clock, ____M., attend on the premises and then and there sold the leasehold property to Henry John Weber, whose post office address is #5714 Harford Road, Baltimore 14, Maryland at and for the sum of Sixty-one Hundred and Fifty-five and 00/100 Dollars ($6155.00), ~~he~~ being the highest bidder therefor. Subject to the payment of an annual ground rent of $78.00, payable half-yearly, on the 24th days of May and November, in each and every year.

John J. Neubauer - Trustee

Francis X. McDonough - Trustee.

CITY OF ~~BALTIMORE, to wit:~~

State of Maryland, ~~Baltimore~~

I Hereby Certify, that on this 16th day of October, 19 59.
before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared JOHN J. NEUBAUER and FRANCIS X. McDONOUGH Trustees and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS, my hand and notarial seal.

CATHERINE T. BOEGNER Notary Public

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ORDER NISI

LIBER 121 PAGE 467

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

GERARD M. BAUMANN and

MADELINE R. BAUMANN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,395 Equity

Ordered, this 17th day of October, 19 59, That the sale of the Property in these proceedings mentioned made and reported by John J. Neubauer and Francis X McDonough

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of November next.

The report states that the amount of sale was $6155.00

George T. Cromwell Clerk.

True Copy,

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1959 OCT 17 AM 9:40

TEST: _____ Clerk.

(Final Order)

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

GERARD M. BAUMANN and

MADELINE R. BAUMANN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 24th day of November, 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.

D. Bruce Duckett

JUDGE.

FILED

1959 NOV 25 AM 9:40

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OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 468

Order Nisi

IN THE
CIRCUIT COURT
ANNE ARUNDEL COUNTY
No. 13,395 Equity
PROVIDENT SAVINGS BANK OF BALTIMORE

vs.

GERARD M. BAUMANN and MADELINE R. BAUMANN, his wife

Ordered, this 17th day of October, 1959, That the sale of the Property in these proceedings mentioned made and reported by John J. Neubauer and Francis X. McDonough, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of November next.

The report states that the amount of sale was $6155.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 19, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,395

Gerard M. Baumann

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 November, 1959. The first insertion being made the 22nd day of October, 1959

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 4796 1959 NOV 19 PM 1:58 By H. Tilghman

12

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 10 PAGE 108

LIBER 121 PAGE 469

Provident Savings Bank of Baltimore

versus

Gerard M. Baumann and Mildred R. Baumann, his wife

Additional
BOND OF TRUSTEE TO SELL
Real Estate

No. 13,395 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Francis X. McDonough of Baltimore, Maryland as Principals, 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 One Thousand Five Hundred and 00/100 - - - - - - - - - - - - - - - - - Dollars ($1,500.00) 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 20th day of October in the year of our Lord one thousand, nine hundred and fifty-nine.

WHEREAS THE ABOVE BOUNDEN

John J. Neubauer and Francis X McDonough

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Provident Savings Bank of Baltimore

versus

Gerard M. Baumann and Mildred R. Baumann, 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 Francis X. McDonough

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

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

(SEAL)

Francis X. McDonough (SEAL)
Francis X. McDonough

Additional Bond approved this 22nd day of October 1959
George T. Bomwell, Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

FILED

1959 OCT 22 PM 2:10

13

13,395

John J. Neubauer, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Leasehold Dwelling Property

Situate at the N/E corner of Riverside Road and Arundel Road, known as No. 327 Riverside Road, Brooklyn Park, in the Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Provident Savings Bank of Baltimore vs. Gerard M. Baumann and Madeline E. Baumann, his wife," the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

Friday,
October 16th, 1959,
At 4:00 O'clock P.M.

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

BEGINNING for the same on the southeast side of Riverside Road at the distance of 226 feet southwesterly from the southwest side of Hilltop Road and at a point in line with the center of a partition wall between the house on the lot now being described and the house on the lot adjoining on the northeast; and running thence southwesterly binding on the southeast side of Riverside Road 34 feet to the northeast side of Arundel Road; thence southeasterly, binding on Arundel Road, 120 feet to the northwest side of an alley 15 feet wide; thence northeasterly binding thereon, with the use thereof in common with others, 34 feet to a point in line with the center of the partition wall above; thence northwesterly to and through the center of said wall and continuing the same course in all, 120 feet to the place of beginning.

The improvements thereon being known as No. 327 Riverside Road.

SUBJECT to the payment of an annual ground rent of Seventy-eight and 00/100 Dollars ($78.00), payable half-yearly, on the 24th days of May and November, in each and every year.

The property is further subject to the restrictive covenants and agreements set forth in a Deed from John K. Culver and wife to Arundel Development Company, dated June 15, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 35, folio 22.

The improvements consist of a two-story brick dwelling, containing six rooms and one bath, with hot-air heat, gas fired.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent to be adjusted to the date of sale.

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to the 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
FRANCIS X. McDONOUGH,
Trustees, Keyser Building, Baltimore 2, Maryland, LE. 9-3212

E. T. NEWELL & CO., INC.
122 W. North Avenue
Baltimore City, Maryland
Auctioneers

O-15

OFFICE O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 470

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1959

We hereby certify, that the annexed

Trustee's Sale

Gerard M. Baumann

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 By: [illegible]

In the Case of

Provident Savings Bank
of Baltimore

vs.

Gerard M. Baumann
and
Madeline R. Baumann, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,395 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.

November 30, 1959

Laura K. Jackson
Auditor.

FILED
1959 DEC -1 AM 10:21

Dr. Provident Savings Bank of Baltimore vs. Gerard M. Baumann and Madeline R. Baumann, his wife in ac.

To Trustees for Fee, viz:	65	00		
To Trustees for Commissions, viz:	215	75	280	75
To Trustees for Court costs, viz:				
Plaintiff's Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account and three copies	22	50	62	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	85	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press- order nisi (acct)	12	00		
The Sun - advertising sale	16	35		
U.S. Fidelity & Guaranty Co.-bond premiums	26	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	213	88		
Federal Lien report	3	00		
One-half Federal documentary stamps	3	57		
One-half State documentary stamps	7	15		
Notary fees	1	50	384	21
To Trustees for Benefit Charges, viz:				
Metered water from 8/7/59 to 10/16/59	2	48	2	48
To Trustees for Ground Rent, viz:				
Semi-annual ground rent of $39.00 due 11/24/59 - 4 months 22 days	30	77	30	77
To Provident Savings Bank of Baltimore, mortgagee - in full for mortgage claim:				
Amount of claim filed $ 4,753.41				
Interest from 10/1/59 to 10/16/59 - 16 days @ .52 per day 8.32				
	4,761	73	4,761	73
To Gerard M. Baumann and Madeline R. Baumann, his wife, mortgagors - this balance	692	39	692	39
			6,214	33

16

with John J. Neubauer and Francis X. McDonough, Trustees Cr.

1959				
Oct.	16	Proceeds of Sale	6,155 00	
		Interest on deferred payment of $5,655.00 - 1 month 9 days	36 75	6,191 75
		Refund 1959 State and County taxes ($101.28) - 2 months 14 days	20 80	
		Refund 1959 water and sewer benefit charges($8.65) - 2 months 14 days	1 78	22 58
				6,214 33

3

ORDER NISI LIBER 121 PAGE 474 In the

Provident Savings Bank of Baltimore

VERSUS

Gerard M. Baumann and Madeline R. Baumann, his wife

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,395 Equity.

ORDERED, This 1st day of December, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of January next.

FILED 1959 DEC -1 AM 10:27

George F. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of January, 1960, 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 1960 JAN -7 AM 10:27

Benjamin Michaelson
Judge

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 475

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,393

Auditor's Account

Gerard M. Baumann

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of January, 1960. The first insertion being made the 3rd day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 12528 1960 JAN -6 P 10:53

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,393 Equity
PROVIDENT SAVINGS BANK OF BALTIMORE
versus
GERARD M. BAUMANN and MADELINE R. BAUMANN, his wife

Ordered, this 1st day of December, 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 4th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of January next.

GEORGE T. CROMWELL, Clerk

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

LIBER 121 PAGE 476

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF ROBERT H. DEROSIER and PATSY E. DEROSIER, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,384
	:	

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

Mr. Clerk:

Please docket the above entitled Suit, and file the within original mortgage.

BLACKHURST & BROWN

By _____
Grafton Lee Brown, Jr.
Solicitors for attorney
named in mortgage
1 Central Avenue S.W.
Glen Burnie, Maryland
Southfield 6-8371

FILED

1959 AUG 25 AM 9:59

LIBER 121 PAGE 477

FHA Form No. 9127-H
(For use under Section 203)
(With Service Charge)
(Effective May 1956)

LIBER 1109 PAGE 151

Equity No. 13,384

MORTGAGE

THIS MORTGAGE, Made this 29th day of March, A. D. 1957, by and between Robert H. DeRosier and Patsy E DeRosier, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and COUNTY TRUST COMPANY OF MARYLAND

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

WHEREAS, the Mortgagor, ~~is a member of the Mortgagee~~,* is justly indebted to the Mortgagee for borrowed money in the principal sum of FIVE THOUSAND, FOUR HUNDRED AND FIFTY AND NO/100-- Dollars ($ 5,450.00), 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 on the unpaid principal until paid, principal and interest being payable at the office of COUNTY TRUST COMPANY OF MARYLAND, in Glen Burnie Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-five and 97/100----------Dollars ($ 35.97), commencing on the first day of May, 1957, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 1977. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 ($1.00) 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 that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—68345-3

BEGINNING at a point on the southerly line of Tydings Road at the intersection of the division line between lots #162 and 176 as shown on Plat No. 3 of Tydings Subdivision recorded among the Land Records of Anne Arundel County, thence along the southerly line of Tydings Road north 73 degrees 22 minutes 20 seconds east 84.75 feet, thence in a southeasterly direction by a line curving to the right with a radius of 25 feet a distance of 38.51 feet, thence along the westerly line of Wendy Lane (formerly proposed Third Avenue) south 18 degrees 21 minutes 40 seconds east 42.41 feet, thence leaving said Lane and running parallel to and 6.67 feet southerly from, and when measured at right angles thereto, the division line between lots #178 and 179 as shown on the abovementioned Plat, south 73 degrees 22 minutes 20 seconds west 109 feet to a point in the division line between lots #179 and 165 as shown on the abovementioned Plat, and thence north 18 degrees 21 minutes 40 seconds west 66.67 feet to the place of beginning.

BEING the same lot of ground conveyed by deed of even date herewith from Brookwood Homes, Inc. to the Mortgagors herein and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County.

~~For~~ The within mortgage is hereby assigned to James W. Blackhurst, Attorney, for the purpose of foreclosure, this 24th day of August 1959.

COUNTY ~~TRUST COMPANY OF MARYLAND~~

By Edwin C. Adkins
Edwin C. Adkins, Vice- Pres.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED
1959 AUG 25 AM 9:59

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. 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 the Mortgagee's security.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **subject to the payment of the annual rent of Seventy-two ($72.00) Dollars.**

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 at any other time.

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(*b*) 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) 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.

(c) A sum equal to one-twelfth of one-half of one per centum of the amount of the principal then remaining unpaid under said note as a service charge, to cover the expense of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance as provided for herein, and the other servicing costs in connection with this mortgage and the note secured hereby.

(*d*) All payments mentioned in the preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under contract of insurance with the Federal Housing Commissioner;
(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(III) service charge as set forth above;
(IV) interest on the note secured hereby; and
(V) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) 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 balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That 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; and 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 on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

4. That 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.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. 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 the 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.

6. That upon a default in any of the covenants 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; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **five months** from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the **five months** time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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 **James W. Blackhurst**, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a 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 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), **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 Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Witness:

Edwin C Adkins
Edwin C. Adkins

Edwin C Adkins
Edwin C. Adkins

Robert H. DeRosier [SEAL]
Robert H. DeRosier

Patsy E. DeRosier [SEAL]
Patsy E. DeRosier

_____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, **ANNE ARUNDEL COUNTY** to wit: LIBER 1109 PAGE 155

I HEREBY CERTIFY, That on this 29th day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **County** aforesaid, personally appeared Robert H. DeRosier & Patsy E. DeRosier the above-named Mortgagors, and they acknowledged the foregoing mortgage to be **their** act.

At the same time also personally appeared **EDWIN C. ADKINS**, 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.

Virginia G. Zebrauskas
VIRGINIA G. ZEBRAUSKAS *Notary Public.*

Notary Commission expires on May 7, 1957.

Recorded for record Apr 2 1957 at 2:02 P.M.

Mailed to James W. Blackhurst

James W. Blackhurst
Glen Burnie, Md

SECTION 203
MORTGAGE WITH SERVICE CHARGE PROVISION
Designed for use as mortgage with annual service charge, where principal obligation does not exceed $6,650, to be insured under Section 203 of Title II of the National Housing Act, as amended.

STATE OF MARYLAND

Loan No.

Robert H. DeRosier & Patsy E. DeRosier his wife

MORTGAGE

TO

County Trust Company of Maryland

Received for Record _____, 19__, o'clock ___ M.
Same day recorded in Liber No. _____ Folio _____
Records of _____, etc., one of the
examined per _____ and
Cost of Records, $ 3.70

_____, Clerk.

(37)

Insured under Section 203 of the National Housing Act and Regulations of the Federal Housing Commissioner

FEDERAL HOUSING COMMISSIONER

By _____
Authorized Agent.

Date _____

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

ANNE ARUNDEL COUNTY
1957 APR -2 PM 2 02
RECORDED IN LIBER GTC
NO. 1109 FOLIO 151
GEO. ROMWELL, CLERK

U. S. GOVERNMENT PRINTING OFFICE 16—68348-3

LIBER 121 PAGE 481

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
ROBERT H. DEROSIER and PATSY E. DEROSIER, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	ECUITY NO. 13,384

: : : : : : : : :

Statement of the Mortgage Claim of County Trust Company of Maryland, under the mortgage from Robert H. DeRosier and Patsy E. DeRosier, his wife, to the County Trust Company of Maryland, which Mortgage is dated March 29, 1957, and recorded among the Land Records of Anne Arundel County in Liber No. 1109, folio. 151.

Principal accrued of Loan	$5,450.00
Amount paid on principal	319.40
Principal balance	$5,130.60
Accrued interest to 8/21/59	101.93
Total principal and accured interest	$5,232.53

(NOTE) Interest accrues at $0.71 per day from 8/21/59.

Edwin C. Adkins

STATE OF MARYLAND, ANNE ARUNDEL Co. to wit: 1h

I HEREBY CERTIFY, that on this 24th day of August, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edwin C. Adkins, Vice President of County Trust Company of Maryland, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the within cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

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

Notary Public

FILED

1959 AUG 25 AM 9:59

6

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

LIBER 121 PAGE 482

IN THE MATTER OF THE

SALE OF THE MORTGAGED REAL ESTATE OF

vs.

ROBERT H. DEROSIER and

PATSY E. DEROSIER, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Docket 18 Folio 241

Equity 13,384

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 ELWIN C. ADKINS, Vice President of County Trust Company of Maryland 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.

Edwin C. Adkins
Affiant.

Subscribed and sworn to before me this 24th day of August 1959

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

Grafton Lee Brown
Notary Public

FILED

1959 AUG 25 AM 9:59

7

13,384

Sale of Real Estate—Md. A STOCK COMPANY

LIBER 121 PAGE 483

"Old and Tried" Organized 1849

LIBER 10 PAGE 87

Glens Falls
INSURANCE COMPANY
Glens Falls, N. Y.

No. 13,384 Equity

Know All Men by these Presents:

THAT WE James W. Blackhurst

1 Central Avenue, Glen Burnie, Maryland

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand, Four Hundred Fifty and No/100 Dollars ($5,450.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 15th day of September nineteen hundred and fifty-nine.

Whereas, by virtue of a power of sale contained in a mortgage from Robert H. De Rosier and Patsy E. De Rosier, his wife to County Trust Company of Maryland bearing date on or about the day of nineteen hundred and the said County Trust Company of Maryland is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said County Trust Company of Maryland by duly recorded assignment assigned said mortgage unto the said Principal, for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden James W. Blackhurst do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

James W. Blackhurst (SEAL)

(SEAL)

GLENS FALLS INSURANCE COMPANY

G. F. Kennedy, Attorney

Form 15182

FILED

1959 SEP 19 AM 11:06

Bond approved this 19th day of September 1959.

George T. Cromwell, Clerk

8

E. T. NEWELL, INC. — — — — — Auctioneers

BLACKHURST & BROWN
Attorneys
1 Central Avenue, S.W.
Glen Burnie, Maryland

LIBER 121 PAGE 484

ATTORNEY'S SALE

OF MORTGAGED

Leasehold Property

THIRD ELECTION DISTRICT OF ANNE ARUNDEL CO., MARYLAND

Under and by virtue of a power of sale contained in a mortgage from Robert H. DeRosier and Patsy E. DeRosier, his wife, dated March 29, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC 1109 Folio 151, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday, September 23, 1959

At 11 O'Clock A. M. (E. D. T.)

All that leasehold property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING at a point on the southerly line of Tydings Road at the intersection of the division line between lots Nos. 162 and 176 as shown on Plat No. 3 of Tydings Subdivision recorded among the Land Records of Anne Arundel County, thence along the Southerly line of Tydings Road North 73 degrees 22 minutes 20 seconds east 84.75 feet, thence in a southeasterly direction by a line curving to the right with a radius of 25 feet a distance of 38.51 feet, thence along the westerly line of Wendy Lane (formerly proposed Third Avenue) south 18 degrees 21 minutes 40 seconds east 42.41 feet, thence leaving said Lane and running parallel to and 6.67 feet southerly from, and when measured at right angles thereto, the division line between lots Nos. 178 and 179 as shown on the abovementioned Plat, south 73 degrees 22 minutes 20 seconds west 109 feet to a point in the division line between lots Nos. 179 and 165 as shown on the abovementioned Plat, and thence north 18 degrees 21 minutes 40 seconds west 66.67 feet to the place of beginning. Subject to the payment of an annual ground rent of Seventy-two Dollars ($72.00). Known as 200 Wendy Lane.

BEING the same property conveyed unto Robert H. DeRosier and Patsy E. DeRosier, his wife, by Deed dated March 29, 1957, from Brookwood Homes, Inc., and recorded among the Land Records of Anne Arundel County in Liber GTC 1109 Folio 149. The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. Taxes, ground rent, Anne Arundel Sanitary Commission charges, and all other expenses to be adjusted to date of sale.

For further particulars, apply to

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

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

FILED
1959 SEP 24 AM 10:12

6

I HEREBY CERTIFY That I have, this 23rd day of September, 1959, sold the within described property to Daniel F. Ringrose and Mildred C. Ringrose at and for the sum of $6,250.00 he being, at that figure, the highest bidder, and I further certify that said sale was fairly made.

E. T. NEWELL

I HEREBY CERTIFY That Daniel F. Ringrose and Mildred C. Ringrose has on this 23rd day of September, 1959, purchased the within described property from James W. Blackhurst, Attorney named in Mortgage, at and for the sum of $6,250.00 and I hereby agree to comply with the terms of sale as set forth on the reverse side hereto.

Daniel F Ringrose
DANIEL F. RINGROSE

FILED
1959 SEP 24 AM 10:12

10

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
ROBERT H. DEROSIER and PATSY E. DEROSIER, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,384

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

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of James W. Blackhurst, Attorney named in mortgage dated March 29, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1109, Folio 151, from Robert H. DeRosier and Patsy E. DeRosier, his wife to County Trust Company of Maryland, which Mortgage is filed in said cause pending, respectfully shows:

1. That after giving Bond, with security for this faithful discharge of his duties, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, said Attorney named in Mortgage, did pursuant to said notice, on Wednesday, September 23, 1959, at 11:00 a.m. attend on the premises, and then and there sold the Leasehold property described in the Mortgage filed in the above-entitled cause, under the power therein conferred on him, which property is fully described in the attached advertisement of sale unto Daniel F. Ringrose and Mildred C. Ringrose the highest bidder therefor, at and for the sum of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS cash upon ratification of sale.

Blackhurst & Brown
BLACKHURST & BROWN, Solicitors

James W. Blackhurst
James W. Blackhurst
Attorney named in Mortgage

FILED
1959 SEP 24 AM 10:12

11

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

I HEREBY CERTIFY, That on this 23rd day of September, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared James W. Blackhurst, Attorney named in Mortgage, filed in above-entitled cause, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

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

Notary Public

rst & Brown, Attorneys
ntral Avenue, S.W.
Glen Burnie, Maryland

Attorney's Sale

Of Mortgaged Leasehold Property

THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from Robert H. DeRosier and Patsy E. DeRosier, his wife, dated March 29, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1109 Folio 151, default having occured thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday, Sept. 23, 1959
at 11:00 o'clock A. M.
(E. D. T.)

All that leasehold property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING at a point on the southerly line of Tydings Road at the intersection of the division line between lots No. 162 and 176 as shown on Plat No. 3 of Tydings Subdivision recorded among the Land Records of Anne Arundel County, thence along the Southerly line of Tydings Road north 73 degrees 22 minutes 20 seconds east 84.75 feet, thence in a southeasterly direction by a line curving to the right with a radius of 25 feet a distance of 38.51 feet, thence along the westerly line of Wendy Lane (formerly proposed Third Avenue) south 18 degrees 21 minutes 40 seconds east 42.41 feet, thence leaving said Lane and running parallel to and 6.67 feet southerly from, and when measured at right angles thereto, the division line between lots No. 178 and 179 as shown on the abovementioned Plat, south 73 degrees 22 minutes 20 seconds west 109 feet to a point in the division line between lots No. 179 and 165 as shown on the abovementioned Plat, and thence north 18 degrees 21 minutes 40 seconds west 66.67 feet to the place of beginning. Subject to the payment of an annual ground rent of Seventy - two Dollars ($72.00). Known as 200 Wendy Lane.

BEING the same property conveyed unto Robert H. DeRosier and Patsy E. DeRosier, his wife, by Deed dated March 29, 1957, from Brookwood Homes, Inc. and recorded among the Land Records of Anne Arundel County in Liber GTC 1109 Folio 149. The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. Taxes, ground rent, Anne Arundel Sanitary Commission charges, and all other expenses to be adjusted to date of sale.

For further particulars, apply to
James W. Blackhurst, Attorney
One Central Avenue, S.W.
Glen Burnie, Maryland
E. T. Newell, Inc., Auctioneers

s-17,

ORDER NISI

LIBER 121 PAGE 488

In the Matter of the Sale of the Mortgaged Real Estate of Robert H. Derosier and Patsy E. Derosier, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,384 Equity

Ordered, this 24th day of September, 1959, That the sale of the Property in these proceedings mentioned made and reported by James W. Blackhurst, Attorney Named In Mortgage

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.

The report states that the amount of sale was $6,250.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 SEP 24 AM 10:12

TEST: _____ Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of Robert H. Derosier and Patsy E. Derosier, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 3rd day of November, 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.

O. Bruce Duckett

JUDGE.

FILED
1959 NOV -3 PM 3:05

13

Blackhurst & Brown, Attorneys
1 Central Avenue, S.W.
Glen Burnie, Maryland

Attorney's Sale

Of Mortgaged Leasehold Property

THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from Robert H. DeRosier and Patsy E. DeRosier, his wife, dated March 29, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1109 Folio 151, default having occured thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday, Sept. 23, 1959
at 11:00 o'clock A. M.
(E. D. T.)

All that leasehold property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING at a point on the southerly line of Tydings Road at the intersection of the division line between lots No. 162 and 176 as shown on Plat No. 3 of Tydings Subdivision recorded among the Land Records of Anne Arundel County, thence along the Southerly line of Tydings Road north 73 degrees 22 minutes 20 seconds east 84.75 feet, thence in a southeasterly direction by a line curving to the right with a radius of 25 feet a distance of 38.51 feet, thence along the westerly line of Wendy Lane (formerly proposed Third Avenue) south 18 degrees 21 minutes 40 seconds east 42.41 feet, thence leaving said Lane and running parallel to and 6.67 feet southerly from, and when measured at right angles thereto, the division line between lots No. 178 and 179 as shown on the abovementioned Plat, south 73 degrees 22 minutes 20 seconds west 109 feet to a point in the division line between lots No. 179 and 165 as shown on the abovementioned Plat, and thence north 18 degrees 21 minutes 40 seconds west 66.67 feet to the place of beginning. Subject to the payment of an annual ground rent of Seventy - two Dollars ($72.00). Known as 200 Wendy Lane.

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TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. Taxes, ground rent, Anne Arundel Sanitary Commission charges, and all other expenses to be adjusted to date of sale.

For further particulars, apply to
James W. Blackhurst, Attorney
One Central Avenue, S.W.
Glen Burnie, Maryland
E. T. Newell, Inc., Auctioneers

s-17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 489

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1959

We hereby certify, that the annexed Attorney's Sale

Robert H. DeRosier.

Equity No. 13,384

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

THE CAPITAL-GAZETTE PRESS, INC.

1959 OCT 5 PM 2:05

By H. Tilghman

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 490

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,384

Sale

Robert H. Derosier

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of November, 1959. The first insertion being made the 1st day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,384 Equity

In the Matter of the Sale of the Mortgaged Real Estate of ROBERT H. DEROSIER and PATSY E. DEROSIER, his wife

Ordered, this 24th day of September, 1959, That the sale of the Property in these proceedings mentioned made and reported by James W. Blackhurst, Attorney Named in Mortgage, 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.

The report states that the amount of sale was $6,250.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-22

FILED 1959 OCT 29 AM 10:13

No. M. G. _____

15

LIBER 121 PAGE 491

In the Case of

In the Matter of the sale
of the
Mortgaged Real Estate
of
Robert H. DeRosier
and
Patsy E. DeRosier, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,384 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 he has stated the within account.

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

November 27, 1959

FILED

1959 DEC -1 AM 10:22

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Robert H. DeRosier and Patsy E. DeRosier, his wife

in ac.

To Attorney for Fee, viz:		100	00	
To Attorney for Commissions, viz:		218	97	318 97
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		18	00	
				56 00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		82	24	
Capital-Gazette Press - order nisi (sale)		15	00	
Capital-Gazette Press - order nisi (acct)		12	00	
Speer Publications, Inc. - handbills		12	48	
Glens Falls Insurance Co. -bond premium		21	00	
E. T. Newell & Co.,Inc. - auctioneer's fee		216	25	
One-half Federal documentary stamps		3	57	
One-half State documentary stamps		7	15	
Grafton L. Brown - notary fees		1	50	
				371 19
To Attorney for Benefit Charges, viz:				
Metered water - bills due 2/1/59 and 5/1/59		8	00	8 00
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of $36.00 due 9/29/59 - 5 months 24 days		34	80	34 80
To County Trust Company of Maryland, mortgagee - in full for mortgage claim, viz:				
Amount of claim filed	$ 5,232.53			
Interest from 8/21/59 to 9/23/59 @ $.71 per day - 34 days	24.14			
Prepayment fee as provided in mortgage - 1% of $5,450.	54.50	5,311	17	5,311 17
To Robert H. DeRosier and Patsy E. DeRosier, his wife, mortgagors - this balance		228	95	228 95
				6,329 08

with James W. Blackhurst, Attorney named in Mortgage Cr.

1959				
Sept.	23	Proceeds of Sale	6,250 00	
		Interest on deferred payment of $5,750.00 - 51 days	48 87	6,298 87
		Refund 1959 State and County taxes - 3 months 7 days	23 93	
		Refund 1959 water and sewer benefit charges ($23.33) - 3 months 7 days	6 28	30 21
				6,329 08

LIBER 121 PAGE 494

ORDER NISI

In the Matter of the Sale
of the
~~VERSUS~~
Mortgaged Real Estate of
Robert H. DeRosier
and
Patsy E. DeRosier, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,384 Equity.

1959 DEC -1 AM 10:23

ORDERED, This 1st day of ~~December~~, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of ~~December~~ January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of ~~December~~ January next.

George T. Crommell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of January, 1960, 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~~ Grantor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED

1960 JAN -7 AM 10:33

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 495

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNT

No. 13,384 Equity

In the Matter of the Sale of the Mortgaged Real Estate of ROBERT H. DeROSIER and PATSY E. DeROSIER, his wife

Ordered, this 1st day of December, 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 4th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,384 Auditor account Robert H. DeRosier

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of January, 1960. The first insertion being made the 3rd day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 12527 By H. Tilghman

20

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ROBERT H. DEROSIER & PATSY E. DEROSIER, HIS WIFE	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND IN EQUITY CASE NO. 13,384

NOTICE OF APPEARANCE

MR. CLERK:

PLEASE ENTER MY APPEARANCE ON BEHALF OF THE MORTGAGORS.

Hillard Paul Albert

HILLARD PAUL ALBERT
SOLICITOR FOR THE MORTGAGORS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE MAILED, BY ORDINARY MAIL, POSTAGE PREPAID, THIS 30TH DAY OF DECEMBER, 1959, A COPY OF THE FOREGOING NOTICE OF APPEARANCE TO GRAFTON LEE BROWN, JR., ESQ., SOLICITOR FOR THE MORTGAGEE, 1 CENTRAL AVENUE, S.W., GLEN BURNIE, MARYLAND.

Hillard Paul Albert

HILLARD PAUL ALBERT
SOLICITOR FOR THE MORTGAGORS

FILED
1959 DEC 31 AM 9:55

21

IN THE MATTER OF THE ESTATE	:	EQUITY NO. 11,852
OF	:	IN THE CIRCUIT COURT
ANNA WYNKOOP MARVELL, INCOMPETENT	:	FOR ANNE ARUNDEL COUNTY

:::::::

LIBER 121 PAGE 497

PETITION FOR DISCHARGE OF COMMITTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, Surviving Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, respectfully shows unto your Honors:

FIRST: That by a Decree of this Honorable Court passed on the 25th day of September, 1956, George Marvell, since deceased (April 10, 1957) and your Petitioner were appointed as Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, and qualified as such Committee.

SECOND: Your Committee advises that Honorable Court that Anna Wynkoop Marvell departed this life on the 20th day of September, 1959, and her body was buried in the Naval Academy Cemetery, Annapolis, Maryland, on September 24, 1959.

THIRD: Anna Wynkoop Marvel died testate and her Last Will and Testament was duly admitted to probate in the Orphans Court for Anne Arundel County on the 25th day of September, 1959, and Alice T. Marvell was named Executrix, and Letters Testamentary were issued to Alice T. Marvell. A Certificate of Appointment of the said Alice T. Marvell as Executrix is filed herewith and prayed to be taken as a part hereof.

FOURTH: The Surviving Committee, your Petitioner, states to the Court that in accordance with the provisions of Rule Twenty of the Equity Rules of this Court, an annual report has been filed each year as required.

FIFTH: Your Petitioner is ready and willing to be discharged and relieved as such Surviving Committee and stands ready to file a final report and account in order that the assets now in his custody, as such Committee, may be placed in the hands of Alice T. Marvell, as Executrix.

FILED
1959 OCT -8 PM 3:53

7°

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order directing the Surviving Committee to file a final account and report which shall show the assets in hand, all receipts and disbursements, that the said account be referred to the Court Auditor for the purpose of stating a final account; and upon ratification of said account that the Surviving Committee be discharged from further liability in the administration of this proceeding and that he be relieved from liability under the bond filed in these proceedings; and upon delivering to the said Alice T. Marvell, that a release be given him by the said Alice T. Marvell.

AND, AS IN DUTY BOUND, etc.

George E. Rullman

George E. Rullman, Surviving Committee

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

I hereby certify that on this 8th day of October, 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 George E. Rullman, Surviving Committee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

ANN C. RITTER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Ann C. Ritter

Ann C. Ritter, Notary Public

71

ORDER OF COURT

LIBER 121 PAGE 499

Upon the foregoing Petition and Affidavit, it is thereupon this 9th day of October, 1959, ordered by the Circuit Court for Anne Arundel County, sitting in Equity that the Surviving Committee named in this Petition file with this Court a final report showing all assets now in his custody and all receipts and disbursements of this estate from the date of last report, under Equity Rule Twenty to September 20, 1959; that said account be referred to the Court Auditor for auditing and upon final ratification of said account, that the Surviving Committee, upon delivering to the said Alice T. Marvell, Executrix, of the assets of this estate that a release be given to your Petitioner by the said Alice T. Marvell, Executrix.

Matthew S. Evans

Judge

FILED

1959 OCT -9 PM 2:44

72

LIBER 121 PAGE 500

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters Testamentary* of all goods, chattels, credits and personal Estate of Anna W. Marvell deceased, was on the 25" day of September in the year of our Lord one thousand nine hundred and fifty-nine, granted and committed unto Alice T. Marvell the Execut rix by the last Will and Testament of the said deceased appointed, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 6" day of October in the year of our Lord nineteen hundred and fifty-nine

TEST:

George M. Rockwell

Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY MARYLAND

73

LIBER 121 PAGE 501

In the Case of

In the Matter of the Estate

of

~~Mrs~~

Anna Wynkoop Marvell,

Incompetent

In the

Circuit Court

For

Anne Arundel County

No. 11,852 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, the same being a final account, (Veterans Administration)

All of which is respectfully submitted.

Laura R. Jacklung
Auditor.

November 17, 1959

FILED

1959 NOV 18 AM 11:56

94

Dr. In the Matter of the Estate of Anna Wynkoop Marvell, Incompetent in ac.

To Committee for Commissions, viz:				
(5% of $3,000.00) for year ending 9/25/58	150	00		
(5% of $3,298.00) for year ending 9/20/59	164	90	314	90
To Committee for Court costs, viz:				
Clerk of Court - final Court costs	3	75		
Auditor - examining and verifying Committee's annual report for year ending 9/25/58	4	00		
Auditor - stating this final report and account	18	00	25	75
To Committee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
National Surety Corp. - bond premium	360	00		
Ann C. Ritter - notary fee		50	372	50
To Committee for Upkeep of Real Estate, viz:				
Wm. H. Fulper, Inc. - fire insurance premium	133	00		
H. Edward Seedom -hot water heater installed at dower farm	189	48	322	48
To Committee for Maintenance of Ward, viz:				
Marie C. Armacost - room, board, nursing care and medication for Ward for five months - 1958 and 1959	1,504	26		
Dr. C. F. O'Donnell - professional services to ward	20	00		
Dr. Robert M. Sandler - eye examination	10	00	1,534	26
To Committee for Investments, viz:				
Capital City Building & Loan Ass'n of Annapolis - amount transferred to Savings Account 3/25/59	1,000	00	1,000	00
CASH BALANCE	2,902	98	2,902	98
			6,472	87
Estate in hands of Committee:				
Certificate of Deposit of Capital City Building & Loan Ass'n of Annapolis, Md. dated 3/25/59	1,000	00		
Cash Balance	2,902	98		
	3,902	98		

75

with George E. Rullman, Surviving Committee Cr.

1958				
Sept.	25	Value of Estate in hands of Committee, as shown by annual Report under Equity Rule 20, ratified 10/28/58, viz:		
		Cash balance	3,174 87	3,174 87
		Income		
		Veterans Administration - widow's pension - twelve payments of $274.00 each	3,288 00	
		Capital City Building & Loan Ass'n of Annapolis, Md. - interest on Certificate of Deposit	10 00	3,298 00
				6,472 87

LIBER 121 PAGE 504

ORDER NISI

In the Matter of the
Estate of
~~VERSUS~~

Anna Wynkoop Marvell,
Incompetent

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,852 Equity.

ORDERED, This 18th day of November, 19 59, That the FINAL ~~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 December, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of December next.

George F. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of January, 1960, 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
1960 JAN -7 AM 10:18

Benjamin Michaelson
Judge

1959 NOV 18 AM 11:55

71

OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 505

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,852 Equity

In the Matter of the Estate of ANNA WYNKOOP MARVELL, Incompetent

Ordered, this 18th day of Nov., 1959, That the final 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 28th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of December next.

GEORGE T. CORMWELL, Clerk

True Copy. TEST:

GEORGE T. CORMWELL, Clerk

D-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed Order Nisi Eq. 11,852 Auditor account Anna Wynkoop Marvell, incompetent

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 December, 1959. The first insertion being made the 24th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 12346

By H. Tilghman

78

In the Case of

In the Matter of the
Estate of
xXSx

Anna Wynkoop Marvell,
Incompetent

In the

Circuit Court

For

Anne Arundel County

No. 11,852 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, the same being a final account.

All of which is respectfully submitted.

Laura W. Jackling
Auditor.

November 23, 1959

1959 NOV 25 AM 8:03

Dr. In the Matter of the Estate of Anna Wynkoop Marvell, Incompetent — in ac.

To Committee for Commissions, viz:				
On 1958 income (6% of $5,436.07)	326	16		
On 1958 corpus balance (¼ of 1% of $207,559.11)	518	90		
On 1959 income (6% of $7,391.01)	443	46		
On 1959 corpus balance (¼ of 1% of $227,442.95)	568	61	1,857	13
To Committee for Court costs, viz:				
Clerk of Court - final Court costs	27	50		
Auditor - examining and verifying Committee's annual report under Equity Rule 20 for year ending 9/25/1958	60	00		
Auditor - stating this final report and account	148	50	236	00
To Committee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
National Surety Corp. - bond premium from 9/26/59 to 12/31/59	90	00		
Wheat & Mullen - preparation 1958 income tax return and 1959 estimate	15	00		
Ann C. Ritter - notary fees	1	50		
George E. Rullman - refund amount paid Shirley M. Miller for taking testimony	8	00		
Barbara Ann Thompson - notary fees	2	00	128	50
To Committee for Taxes, viz:				
District Director of Internal Revenue - payments on 1958 income tax	240	00		
Baltimore Gas & Electric Co. - refund excess taxes on common stock	3	31		
1959 County & Township taxes on dower farm in Bucks County, Pa.	154	94		
1959 School taxes on dower farm	401	02	799	27
To Committee for Upkeep of Real Estate, viz:				
Stephen Runstl - painting house at Newton, Pa.	691	00		
Drake & Eichlin - new roof on house dower farm	965	00	1,656	00
To Committee for Maintenance of Ward, viz:				
Marie Armacost - board, lodging, nursing care, medication, etc from 10/58 to September 20, 1959	2,418	52		
Dr. Charles F. O'Donnell - professional services	55	00	2,473	52
To Committee for Investments, viz:				
Amount transferred to savings account - Capital City Building & Loan Ass'n of Annapolis, Md. - certificates of deposit (Order 3/23/59)	4,000	00	4,000	00

To Alice T. Marvell, Executrix of the Estate of Anna Wynkoop Marvell - this balance (itemized in Schedule C hereto attached)	229,346	95	229,346	95
			240,497	37

VALUE OF ESTATE IN HANDS OF COMMITTEE

Assessed value of real estate	47,000	00
Appraised value of investments:		
Stocks	127,535	77
Bonds	8,200	00
Certificates of Deposit	44,000	00
Cash:		
Corpus balance (Schedule A)	138	57
Income (Schedule B)	2,472	61
TOTAL VALUE	229,346	95

with George E. Rullman, Surviving Committee Cr.

1958		CORPUS			
Sept.	25	Value of Estate as shown by Committee's annual Report under Equity Rule 20, ratified 10/24/58:			
		Investments	202,351	82	
		Cash balance	5,207	29	207,559 11
		Corpus Receipts			
1959					
Mar.	25	Certificates of Deposit of Capital City Building & Loan Ass'n of Annapolis, Md. - cash transferred to savings	4,000	00	
May	25	Proceeds sale of rights of Baltimore Gas & Electric Co.	18	79	
Sept.	20	Increase in value of investments as shown by Committee's final report of appraised value	20,383	95	24,402 74
		INCOME			
1958					
Sept.	25	Income balance as shown by Committee's report ratified 10/24/58	782	11	
1959					
Sept.	20	Income Receipts (Schedule B)	7,391	01	
		Refunds to Income (Schedule B)	362	40	8,535 52
					240,497 37

SCHEDULE A

CORPUS ACCOUNT

1958				
Sept. 25	Corpus Value as shown by Committee's annual Report under Equity Rule 20 ratified 10/24/58:		$	$
	Investments	$202,351.82		
	Cash balance	5,207.29	207,559.11	
	Receipts			
1959				
Mar. 25	Certificates of Deposit of Capital City Building & Loan Ass'n of Annapolis - cash transferred to savings		4,000.00	
May 25	Proceeds sale of rights of Baltimore Gas & Electric Co.		18.79	
Sept. 20	Increase in value of investments as shownby Committee's final report of appraised value:			
	Stocks	$ 20,153.84		
	Bonds	230.10	20,383.95	
	Disbursements			
1958				
Oct. 30	Committee's commissions on corpus value for year ending 9/25/58 - ¼ of 1% of $207,559.11			518.90
1959				
Mar. 25	Amount transferred to savings - Certificates of Deposit of Capital City Building & Loan Ass'n of Annapolis, Md.			4,000.00
Sept. 20	Committee's Commissions on corpus value as of 9/20/59 - ¼ of 1% of $227,442.95			568.61
	Value of estate in hands of Committee:			
	Assessed value of real estate:	$ 47,000.00		
	Appraised value of investments:			
	Stocks	127,535.77		
	Bonds	8,200.00		
	Certificates of Deposit	44,000.00		
	Cash balance	138.57		226,874.34
				$ 231,961.85
			$231,961.85	

SCHEDULE B

INCOME ACCOUNT

1958 Sept. 25	Income balance as shown by Committee's annual Report under Equity Rule 20 ratified 10/24/58	$ 782.11	$
	Receipts		
1959 Sept. 20	Interest and dividends received to 9/20/59, as shown by Committee's final report	6,126.25	
	Bertha M. Thorpe - rent of Bucks County farm to 4/1/59	562.50	
	R. Thorpe & Son - rent of Bucks County farm to 3/31/60	635.04	
	Income received from Estate of Henry Wynkoop	67.22	
	Refunds		
1958 Nov. 11	Spring Grove State Hospital - balance in patient's account	120.00	
July 9	Treasurer of United States - tax refund	242.40	
	Disbursements		
1958 Oct. 30	Committee's Commissions on income- 6% of $5,436.07		326.16
1959 Sept. 20	Committee's Commissions in income- 6% of $7,391.01		443.46
	Court costs		236.00
	Expenses		128.50
	Taxes		799.27
	Upkeep of Real Estate		1,656.00
	Maintenance of Ward		2,473.52
	CASH BALANCE		2,472.61
		$ 8,535.52	$ 8,535.52

SCHEDULE C

VALUE OF ESTATE IN HANDS OF COMMITTEE TO BE TRANSFERRED TO EXECUTRIX

-:-:-

STOCKS				
826	shares	Massachusetts Investors Trust	$ 11,165.52	$
489	"	Lehman Corporation	13,692.00	
63	"	General Motors	3,433.00	
330	"	Union Carbide & Carbon Corp.	44,715.00	
40	"	Texas Company	3,130.00	
260	"	Standard Oil	12,967.50	
43	"	Pacific Gas & Electric Co.	2,601.50	
10	"	W. T. Grant Co.	477.50	
28	"	DuPont De Nemours	6,860.00	
50	"	General Foods	4,687.50	
60	"	Parker Rustproof	1,650.00	
90	"	General Electric	6,885.00	
30	"	Troy Co-Operative	6,000.00	
20	"	Crane Company Preferred)	1,520.00	
37	"	Crane Company (Common)	1,933.25	
72	"	Baltimore Gas & Electric Co.	3,618.00	
40	"	R. J. Reynolds Tobacco Co.	2,200.00	
				127,835.77
BONDS				
3		Farragut Academy $100.00 bonds	300.00	
7		$1,000. U. S. Savings Bonds due 1961 and 1964	4,000.00	
1		$500. U. S. Savings Bond due 1961	500.00	
4		$400.00 U. S. Savings Bonds due 1961	400.00	
				8,200.00
CERTIFICATES OF DEPOSIT				
		United Federal Savings & Loan Ass'n	10,000.00	
		Annapolis Federal Savings & Loan Ass'n	10,000.00	
		First Federal Savings & Loan Ass'n	10,000.00	
		Baltimore Federal Savings & Loan Ass'n	10,000.00	
		Capital City Building & Loan Ass'n of Annapolis, Md.	4,000.00	
				44,000.00
CASH		Income balance	2,472.61	
		Corpus balance	138.57	
				2,611.18
				182,346.95
REAL ESTATE				
		Assessed value of 141 acre Tract and improvements in Upper Makefield Township, Bucks County, Pa.	47,000.00	47,000.00
		TOTAL VALUE		229,346.95

ORDER NISI LIBER 121 PAGE 513

In the Matter of the
Estate of
~~VERSUS~~
Anna Wynkoop Marvell,
Incompetent

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,852 Equity.

ORDERED, This 25th day of November, 1959, That the Final ~~Report and~~ Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of December, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of December next.

George T. Cromwell, Clerk

1959 NOV 25 AM 9:23

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of December, 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.

Benjamin Michaelson
Judge

18

No. ..... EQUITY
..... 19 No. ..... Docket

IN THE
CIRCUIT COURT
FOR
Anne Arundel County

VS.

Auditor's Report and Account

Order nisi ..... 19 .....
Final order ..... 19 .....
Filed ..... 19 .....

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 514

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 26 1959

We hereby certify, that the annexed Order Nisi Eq. 11,852 Final, Auditor Account Anna Wynkoop Marvell Incompetent

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of December, 1959. The first insertion being made the 28th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 11,582 Equity

In the Matter of the Estate of ANNA WYNKOOP MARVELL,

Incompetent

Ordered, this 25th day of November, 1959, That the Final 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 30th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-12

FILED

No. M.G. 125 4959 DEC 29 AM 10:20

83

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
AS A COURT OF EQUITY

Re: THEDA F. DORSEY)
) No. 12,841 Equity
Non-resident adult)
under Conservatorship)

PETITION OF A FOREIGN CONSERVATOR TO SELL REAL PROPERTY OF A NON-RESIDENT ADULT UNDER CONSERVATORSHIP

To the Honorable Judge of the Circuit Court of Anne Arundel County, Maryland, sitting as a Court of Equity.

Achsah D. Smith, Conservator of the Estate of Theda F. Dorsey, adult ward, respectfully shows to this Honorable Court as follows:

1. That she files this petition under Article 16 § 148 of the Maryland Code (1957 ed.) as the duly qualified and acting Conservator of the Estate of Theda F. Dorsey, adult ward, and that she was so appointed by the United States District Court for the District of Columbia on the 2nd day of January, 1958, all as evidenced by an exemplified and certified copy of her appointment and qualification which is attached hereto and expressly made a part hereof.

2. That her ward, Theda F. Dorsey, is a resident of the District of Columbia.

3. That the said Theda F. Dorsey is seized of the following real property located in Anne Arundel County, Maryland, more particularly described as

Lots 17-21 in Block 14, North Beach Park, Anne Arundel County, Maryland, with improvements thereon.

That the aforesaid property was not at any time the residence of the said Theda F. Dorsey and consists of five (5) lots on the

FILED
1958 SEP -5 AM 10:07

Chesapeake Bay with improvements thereon, consisting of a frame dwelling and several outbuildings.

4. That said Theda F. Dorsey became seized of said property by the Last Will and Testament of Macpherson Crichton, who died July 17, 1955, a resident of the District of Columbia. A certified copy of said Last Will and Testament dated July 5, 1955, is attached hereto and made a part hereof. Said Last Will and Testament was duly admitted to probate and record by the United States District Court for the District of Columbia Holding a Probate Court on July 25, 1955. Said will together with its proof and probate duly exemplified was further filed in the Office of the Register of Wills for Anne Arundel County, Maryland and is recorded as Will No. 9117 in HSC Book No. 1, folio 46, docket No. 58.

5. That the said Macpherson Crichton became seized of said real estate through certain deeds recorded among the Land Records of Anne Arundel County as follows: Liber J.H.H. 209, Folio 118; Liber J.H.H. 233, Folio 222; Liber J. H. H. 233, Folio 224; Liber J. H. H. 240, Folio 300; Liber J.H.H. 282, Folio 304.

6. That on January 8, 1958, the United States District Court for the District of Columbia, being the Court which appointed your Petitioner as Conservator of the Estate of Theda F. Dorsey, passed an Order authorizing your Petitioner to enter into an "Agreement to Compromise and Settle Caveat". A copy of said Order duly exemplified and certified is attached hereto and made a part hereof. That on January 10, 1958, your Petitioner entered into said agreement and so reported to said Court. A copy of said agreement duly exemplified and certified is attached hereto and made a part hereof. That said agreement provides inter-alia

LIBER 121 PAGE 516

2

that the real estate set forth in Paragraph 3 hereof shall be sold and the net proceeds of said sale to be divided in accordance with the said agreement.

7. Your Petitioner is endeavoring to carry out said agreement reports to this Court that she as said Conservator has entered into a contract, subject to the approval of this Court, to sell said real estate and improvements thereon for the price of $13,700.00 all cash, subject, however, to a broker's commission of 5 per cent. Said contract of sale is attached hereto and made a part hereof.

8. Your Petitioner in drawing a conclusion as to whether or not the price set forth in the contract was an advantageous price has caused the aforesaid real estate to be appraised as to its fair and reasonable value. There is attached hereto and made a part hereof the appraisals of Linwood C. German and O. Frank Bowen who have appraised the property at $11,750.00 and $12,000.00, respectively.

WHEREFORE, the premises considered, your Petitioner prays:

1. That an Order may be passed by this Honorable Court authorizing your Petitioner to sell the real estate known as Lots 17-21 in Block 14, North Beach Park, Anne Arundel County, Maryland improved by premises thereon.

2. That an Order nisi for the sale of the said real estate may be passed by this Honorable Court and

3. That there may be such other and further relief as the nature of the case may require and to this Honorable Court shall seem meet and proper.

Achsah D Smith

Achsah D. Smith, Conservator of the Estate of Theda F. Dorsey, Adult Ward

3

DISTRICT OF COLUMBIA, ss:

I, Achsah D. Smith, being first duly sworn, do on oath depose and say that I have read the foregoing petition by me subscribed and know the contents thereof; that the facts therein stated upon my personal knowledge are true and those stated upon information and belief I believe to be true.

Achsah D. Smith

Subscribed and sworn to before me this 4th day of September, 1958.

Grace E.M. Ganse

Grace E.M. Ganse, Notary Public, D.C.

My commission expires August 14, 1962.

Andrew T. Altmann

George E. Flather, Jr.

George E. Flather, Jr.
Solicitors for Petitioner
801 Colorado Building
Washington 5, D. C.
NAtional 8-5093

4

A. O. Form 132

LIBER 121 PAGE 519

Exemplification Certificate

United States District Court

for the

No. 12,841 Equity

DISTRICT OF COLUMBIA

I, HARRY M. HULL, Clerk of the United States District Court for the District of Columbia, and keeper of the records and seal thereof, hereby certify that the documents attached hereto ~~are~~ is a true ~~copies~~ copy of Order Appointing Conservator of Estate of Theda F. Dorsey, Civil Action No. 3165-57; I further certify that an Undertaking of $20,000.00 with Royal Indemnity Co. was filed Jan.7,1958.

In testimony whereof I hereunto sign my name and affix the seal of said Court, in said District, at Washington, D. C., this 6th day of August 1958.

HARRY M. HULL
Clerk.

By: L McKeever
Deputy Clerk.

BURNITA SHELTON MATTHEWS, United States District Judge for the District of Columbia, do hereby certify that HARRY M. HULL, whose name is above written and subscribed, is and was at the date thereof, Clerk of said Court, duly appointed and sworn, and keeper of the records and seal thereof, and that the above certificate by him made, and his attestation or record thereof, is in due form of law.

August 6, 1958

Burnita Shelton Matthews
United States District Judge.

I, HARRY M. HULL, Clerk of the United States District Court for the District of Columbia, and keeper of the seal thereof, hereby certify that the Honorable BURNITA SHELTON MATTHEWS whose name is within written and subscribed, was on the 6th day of August 1958, and now is Judge of said court, duly appointed, confirmed, sworn, and qualified; and that I am well acquainted with his handwriting and official signature and know and hereby certify the same within written to be his.

In testimony whereof I hereunto sign my name, and affix the seal of said Court at the city of Washington, D. C. in said ~~State~~ District, on this 6th day of August 1958

FILED

1958 SEP -5 AM 10:07

HARRY M. HULL
Clerk.

By: L McKeever
Deputy Clerk.

5 refiled 1959 Jan 14 Exhibit

Examined Exhibit E/Clearance Examined

LIBER 121 PAGE 520

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

In re:)
)
THEDA F. DORSEY,) Civil Action No. 3165-57
)
Adult Ward)

FILED

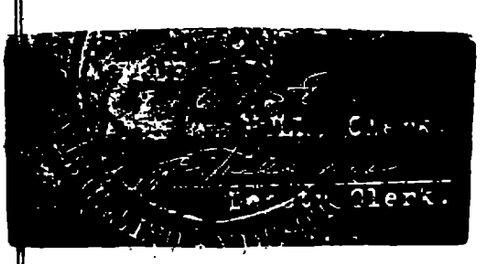
JAN 2 195

ORDER APPOINTING CONSERVATOR OF ESTATE OF ADULT

This cause having come on for a hearing on the petition of Theda F. Dorsey filed herein on the 18th day of December, 1957, praying for the appointment of Achsah D. Smith as conservator of her property under the supervision of this court; and upon consideration of said petition, the report of the guardian ad litem filed herein on the 31st day of December, 1957, and after a hearing in open court it appearing to the satisfaction of the court that Theda F. Dorsey is incapable of adequately caring for her property and that it would be to her best interest to grant the prayers of her petition, it is by the court this 2nd day of January, 1958,

ORDERED that Achsah D. Smith be and she is hereby appointed conservator of theEstate of Theda F. Dorsey, Adult Ward, and said conservator shall have charge and management of the Estate of said ward, subject to the direction of this court provided she first file an undertaking in the amount of Twenty Thousand Dollars ($20,000) with surety approved by the court conditioned upon the faithful performance of her trust.

John J. Sirica
Judge



Form No. 78

LIBER 121 PAGE 521

No. 12,841 Equity

United States District Court for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA, *to wit:*

I, THEODORE COGSWELL, Register of Wills for the District of Columbia, Clerk of the Probate Court, **Do Hereby Certify**, That the foregoing is a true copy of the original will ---------- of Macpherson Crichton, deceased, ~~and the proof thereof,~~ filed and recorded in the office of the Register of Wills for the District of Columbia, Clerk of the Probate Court, aforesaid; and that the said will ---------- after having been duly proven~~, as will appear by the proof thereto attached~~, was, by order of the said Court, in accordance with the laws of the District of Columbia, admitted to probate and record on the twenty-fifth day of July, A. D. one thousand nine hundred and fifty-five

I Further Certify, That said will ---------- was duly executed and proved agreeably to the laws and usages of the District of Columbia, and that I have compared the foregoing copy of said will ----------, ~~and the proof thereof,~~ with the original record in said office, and find it to be a full, true, and correct transcript thereof.

Witness, my hand and the seal of said Probate Court, this fifth day of October, A. D. 1956.

Theodore Cogswell

Register of Wills for the District of Columbia,
Clerk of the Probate Court.

SUPREME COURT FOR THE DISTRICT OF COLUMBIA · UNITED STATES · PROBATE JURISDICTION

FILED

1958 SEP -5 AM 10:07

Exhibit 2

7

FILED

WASHINGTON
DISTRICT OF COLUMBIA ss:

I, MACPHERSON CRICHTON, a citizen of the United States and a resident of the District of Columbia, being of sound and disposing mind and memory, do make, publish and declare this my LAST WILL AND TESTAMENT, hereby revoking all other last wills and testaments and codicils heretofore at any time made by me:

FIRST. I direct that my executor hereinafter named pay my just debts and funeral expenses as soon as practicable.

SECOND. I give, devise and bequeath to my friend of many years standing, Theda F. Dorsey, all of my estate, real and personal wherever situate; in the event that the said Theda F. Dorsey shall predecease me, then to her lawful issue per stirpes and not per capita.

THIRD. I hereby appoint Benjamin H. Dorsey, Jr., member of the Bar of the District of Columbia, as the executor of this my LAST WILL AND TESTAMENT and I direct that he shall serve without bond except as required by law; I further direct that my nominated executor shall have the power to sell any or all of my real estate.

IN WITNESS WHEREOF I have hereunto set my hand to this, my LAST WILL AND TESTAMENT, at Washington, District of Columbia, this 5th day of July, 1955.

July 5th

Macpherson Crichton
Macpherson Crichton

The foregoing instrument was, on the date thereof, signed by the said Macpherson Crichton, in our presence and by him declared to be his Last Will and Testament, and each of us, at the request of the said Macpherson Crichton and in his presence, and in the presence of each other, subscribe our names this 5th day of July, 1955 as attesting witnesses thereto.

Hodgie W. Redwine — 221 Constitution Ave Washington, D.C.

William K. Redwine — 221 Constitution Ave Washington D.C.

Cr 1+

Examined & Compared

A. O. Form 132

LIBER 121 PAGE 523

Exemplification Certificate

United States District Court

No. 12,841 Equity

for the

DISTRICT OF COLUMBIA

I, HARRY M. HULL, Clerk of the United States District Court for the District of COLUMBIA, and keeper of the records and seal thereof, hereby certify that the documents attached hereto are true copies of Order Authorizing Conservator to Enter into Agreement, Report of Conservator, Agreement to Compromise, as filed in Civil Action No. 3165-57, Re: Theda F. Dorsey, Adult Ward.

In testimony whereof I hereunto sign my name and affix the seal of said Court, in said District, at Washington, D. C., this 7th day of August 19 58

Harry M. Hull
Clerk.

By /s/ [illegible]
Deputy Clerk

I, Burnita Shelton Mattews, United States District Judge for the District of Columbia, do hereby certify that Harry M. Hull, whose name is above written and subscribed, is and was at the date thereof, Clerk of said Court, duly appointed and sworn, and keeper of the records and seal thereof, and that the above certificate by him made, and his attestation or record thereof, is in due form of law.

August 7th, 19 58

/s/ Burnita Shelton Mattews
United States District Judge.

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, and keeper of the seal thereof, hereby certify that the Honorable Burnita Shelton Mattews whose name is within written and subscribed, was on the 7th day of August 1958, and now is Judge of said court, duly appointed, confirmed, sworn, and qualified; and that I am well acquainted with his handwriting and official signature and know and hereby certify the same within written to be his.

In testimony whereof I hereunto sign my name, and affix the seal of said Court at the city of Washington, D. C., in said ~~State~~ District, on this 7th day of August 19 58

FILED
1958 SEP -5 AM 10:07

Exhibit 3

Harry M. Hull
Clerk.

By /s/ [illegible]
Deputy Clerk

Examiner's Exh. 3

LIBER 121 PAGE 524

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

In re:

THEDA F. DORSEY, Civil Action No. 3165-57

Adult Ward

FILED

JAN 9 1958

HARRY M. HULL, Clerk

ORDER AUTHORIZING CONSERVATOR TO ENTER INTO AGREEMENT TO COMPROMISE AND SETTLE CAVEAT

This cause having come on for a hearing on the petition of Achsah D. Smith, Conservator for the estate of Theda F. Dorsey, adult ward, filed herein on the 8th day of January, 1958, praying for authority to enter into an agreement to compromise and settle a caveat filed against the will of MacPherson Crichton and upon consideration of said petition and after hearing in open court it appearing to the satisfaction of the Court that it would be to the best interest of Theda F. Dorsey, adult ward, to settle said caveat, it is by the Court this 9th day of January, 1958,

ORDERED that Achsah D. Smith, Conservator of the estate of Theda F. Dorsey, be and she is hereby authorized to enter into the agreement to compromise caveat ~~dated January 8, 1957~~ and to execute such documents as shall be necessary to carry into effect the said agreement to compromise and settle the caveat filed to the will of MacPherson Crichton, deceased.

Bolitha J. Laws
Chief Judge

Seen:
Daniel E. Shea
Atty for Conservator
J. Bruce Kellison,
Atty. for executor

Andrew T. Altemus
Atty for Conservator
Eugene H. Darby, Jr., Executor

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

In re:	)	
	)	
THEDA F. DORSEY,	)	Civil Action No. 3165-57
	)	
Adult Ward	)	

FILED
AUG 5 - 1958
MARRY M. HULL, Clerk

REPORT OF CONSERVATOR AS TO ENTERING INTO AGREEMENT

Comes now Achsah D. Smith the duly qualified and acting Conservator of the Estate of Theda F. Dorsey, Adult Ward, by her attorneys and reports to the Court that acting pursuant to the Order of this Court dated January 9, 1958, she as said Conservator did on January 10, 1958, enter into and execute a certain "Agreement to Compromise Caveat" as more fully shown by one of the originals of said agreement which is attached hereto and filed herein.

GARRETT, ALTMANN & FLATHER

By Andrew T. Altmann
Attorneys for Achsah D. Smith
Conservator

GARRETT, ALTMANN & FLATHER
COLORADO BUILDING
WASHINGTON 5, D. C.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Holding Probate Court

In re Estate of	]	
	]	
MacPHERSON CRICHTON,	]	Administration No. 88,214
	]	
Deceased	]	

FILED
AUG 5 - 1958
HARRY M. HULL, Clerk

AGREEMENT TO COMPROMISE CAVEAT

This agreement made this 10th day of January, 1958, by and between ELIZABETH MacPHERSON CRICHTON BATTY, AGNES METCALFE LANE, ANNETTE ASHFORD WATTLES and SNOWDEN ASHFORD, parties of the first part; and ACHSAH D. SMITH, as conservator of the estate of THEDA F. DORSEY, party of the second part; BENJAMIN H. DORSEY, JR., party of the third part; and DOROTHY A. POWELL, party of the fourth part,

W I T N E S S E T H :

WHEREAS, ELIZABETH MacPHERSON CRICHTON BATTY, AGNES METCALFE LANE, ANNETTE ASHFORD WATTLES and SNOWDEN ASHFORD, parties of the first part, are the sole heirs-at-law and next-of-kin of MacPHERSON CRICHTON, deceased; THEDA F. DORSEY is the sole beneficiary named in the duly probated will of Macpherson Crichton, dated July 5, 1955; BENJAMIN H. DORSEY, JR., party of the third part, is the executor named in said will and the duly qualified and acting executor by order of this Court, and DOROTHY A. POWELL, party of the fourth part, filed a caveat on March 26, 1956, to said will, claiming as beneficiary under an alleged prior will; and

WHEREAS, the said parties of the first part have heretofore consented to the probate of the said will of July 5, 1955, filed in Administration Cause No. 88,214, in which the said will was duly proved and admitted to probate, the said party of the fourth part has filed a petition for caveat thereof upon which

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WASHINGTON 5, D. C.

caveat issues have been framed by the Court and set down for trial; and

WHEREAS, the interested parties, each acting in his own behalf, entered into an Agreement to Compromise Caveat, dated January 8, 1957, later rescinded by the party of the third part, the validity of which rescission was upheld by this Court's order, dated May 17, 1957, the said party of the fourth part has appealed from said order in Case No. 14,129, now pending in the United States Court of Appeals for the District of Columbia Circuit; and

WHEREAS, ACHSAH D. SMITH has been appointed conservator of the estate of THEDA F. DORSEY, by order of the United States District Court for the District of Columbia ; and

WHEREAS, all of the parties hereto, desiring to avoid litigation of the issues so framed, any others that could or might be framed, and of the issues on the pending appeal, or which could or might be raised, to achieve a prompt financial settlement and distribution, to terminate any and all rights of the party of the fourth part to be concerned with the administration of the estate, and to eliminate any and all occasion for dispute as to proper values, fees and commissions, have agreed to compromise and settle their differences and adjust their respective interests in the Estate of Macpherson Crichton, deceased, in the manner hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing and of their mutual promises and agreements herein contained and of the sum of One Dollar ($1.00) in hand paid by each of the parties hereto to each of the other parties hereto, said parties do now agree as follows:

1. The parties hereto of the first part, of the second part and of the third part reaffirm as between themselves the Agreement for Distribution of Assets of Estate, dated July 25, 1955;

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COLORADO BUILDING
WASHINGTON, D. C.

2. The party of the fourth part agrees to recognize the will dated July 5, 1955, to be the valid last will and testament of the said Macpherson Crichton, deceased, and she does hereby consent and agree to authorize and consider the caveat heretofore filed in said cause to be dismissed, and likewise to authorize and consider the pending appeal, No. 14,129, arising out of the Agreement to Compromise Caveat, dated January 8, 1957, to be dismissed, and further agrees, in behalf of herself, her heirs, executors, administrators and assigns, to file no other or further caveat to said will; and all parties do hereby agree to take all steps necessary to give full effect to such dismissals.

3. The parties of the first part and of the second part and the third part agree that the party of the third part as executor shall pay to the party of the fourth part the sum of Twenty-seven Thousand Five Hundred Dollars ($27,500.00) net, free and clear of all commissions, fees, and estate and inheritance taxes, in cash, which sum shall be paid to her promptly upon court authority and direction to the Conservator , for and on behalf of THEDA F. DORSEY, to enter into this Agreement to Compromise Caveat. In addition, the party of the fourth part will at the same time be given in kind by the party of the third part as executor $15,000 face value bonds of Citizens Credit Corp. 6% due 12/1/69 and 408 shares Citizens Credit Corp. class A Common stock, these being one-half the bonds and shares in said Corporation contained in the assets of the Estate of Macpherson Crichton, deceased. In addition, the party of the third part as executor will as soon as practicable sell upon such terms and conditions as the parties of the third and fourth parts shall agree to the real estate located in North Beach, Anne Arundel County, Maryland, known as "Cluny", consisting of a cottage and two acres of ground, and promptly thereafter pay over to the party of the fourth part one-half of the net proceeds left therefrom after payment of the realtor's commission.

4. This Agreement shall be subject to the obtaining of an order of Court authorizing ACHSAH D. SMITH as conservator

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WASHINGTON 6, D. C.

of the estate of Theda F. Dorsey to enter into this Agreement to Compromise Caveat on behalf and for the benefit of said Theda F. Dorsey.

5. This Agreement, together with the Agreement for Distribution of Assets of Estate dated July 25, 1955, shall be deemed to be a full compromise and settlement of all rights and interests of any and all the parties hereto in and to the estate of the said Macpherson Crichton, deceased, whether under the provisions of his aforesaid last will and testament, or otherwise, and this Agreement shall be binding upon the parties hereto and their heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.

Elizabeth Macpherson Crichton Batty (L.S.)
Elizabeth Macpherson Crichton Batty

Agnes Metcalfe Lane (L.S.)
Agnes Metcalfe Lane

Annette Ashford Wattles (L.S.)
Annette Ashford Wattles

Woodbridge Ashford (L.S.)
Woodbridge Ashford

Achsah D. Smith (L.S.)
Achsah D. Smith
(solely in the capacity as Committee and on behalf of Theda F. Dorsey, and not in an individual capacity)

Benjamin H. Dorsey, Jr., Executor (L.S.)
Benjamin H. Dorsey, Jr., Executor

Dorothy A. Powell (L.S.)
Dorothy A. Powell

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No. 12841 Equity

SALES CONTRACT — MARYLAND

Law Reporter Blank No. 263

LIBER 121 PAGE 530

June 28, 1958

Received from Bill Bowden, 1076 North Manchester St., Arlington, Va.
a deposit of Five Hundred and 00/100 ($ 500.00)
to be applied as part payment of the purchase of Lots 17-21/incl *in Block* No. 14, *with improvements thereon known as No.* Estate of Macpherson Crichton, deceased, North Beach Park, Anne Arundel Co *in the State of Maryland, upon the following terms of sale:*

Total price of property Fifteen Thousand and 00/100 *Dollars* ($ 15,000.00).

The purchaser agrees to pay Fifteen Thousand and 00/100 *Dollars* ($ 15,000.00)
cash at the date of conveyance, of which sum this deposit shall be a part.

~~*The purchaser is to assume, give, place, take title subject to, a first deed of trust secured on the premises of* ... *Dollars ($...) due ..., 19..., bearing interest at the rate of ... per cent per annum, payable* ...~~

All furnishings and equipment on the premises to be included in the sale on the basis of $13,700 for the land and dwellings & other buildings and $1,300 for the furnishings. This contract is subject to the approval of the appropriate Maryland court or courts.

~~*The balance of deferred purchase money is to be secured by a ... deed of trust on said property, to be paid in monthly installments of ... Dollars ($...) or more, including interest at the rate of ... per centum per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.*~~

Trustees in all deeds of trust are to be named by the parties secured thereby.

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

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title ~~and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.~~

Within Sixty (60) days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of To be arranged by purchaser (Name of Broker)
or at the Title Company searching the title, and deposit with the Title Company ~~or with ... (Name of Broker)~~
of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

Property to be sold subject to an existing tenancy as follows: None

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notice to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

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 ~~the execution~~ of this contract shall be defended or complied with by the seller and the property conveyed free hereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

The seller agrees to pay to Chesapeake Company, Inc. (Name of Broker)
his agent, a commission amounting to $ 750.00 (5%), 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 commission from the proceeds of the sale and to make payment thereof to the said agent. Entire deposit to be held by Chesapeake Company, Inc. (Name of Broker) until settlement hereunder is made.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

Katherine Rose Smith
Chesapeake Company, Inc. *Agent.*

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

Property is to be conveyed in the name of Bill Bowden and Maris E. Bowden, his wife, tenants by the entirety

June 28, 1958

Bill Bowden Maris E. Bowden
Purchaser.

FILED

1958 SEP 29 AM 10:07

Examined & Exhibit 4

~~*Seller.*~~
Achsah D. Smith
Wife of Seller.

Achsah D. Smith, Conservator Est.
Theda F. Dorsey Seller
E. Norman Slamm

No. 12,841 Equity

LIBER 121 PAGE 531

AFFIDAVIT AS TO VALUE

STATE OF MARYLAND)
) ss:
ANNE ARUNDEL COUNTY)

On this 21st day of August, 1958, before me the undersigned, a Notary Public in and for Anne Arundel County, Maryland, personally appeared Linwood C. German, Real Estate Agent, North Beach, Md. who being first duly sworn on oath deposes and says:

THAT he is actively engaged in the real estate business in Anne Arundel County, Maryland, and has been so engaged for the past 20 years.

THAT he is thoroughly familiar with real estate values in the neighborhood of Lots 17-21 in Block 14, North Beach Park, Anne Arundel County, Maryland, with improvements thereon.

THAT he has personally inspected the said real estate and that he is of the opinion that this property has a present market value of Eleven Thousand Seven Hundred Fifty Dollars

THAT he has no present interest in said property or in the sale thereof.

Linwood C. German
North Beach, Md.
Box 46

Subscribed and sworn to before me this 21st day of August, A.D., 1958.

Kathleene Kolb Fowler
Notary Public, State of Maryland
KATHLEENE KOLB FOWLER
My Commission Expires May 4, 1959

My Commission Expires May 4, 1959

KATHLEENE KOLB FOWLER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1958 SEP -5 AM 10:07

Examined Exhibit 5 E. McComas, Clerk

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No. 12,841 Equity

LIBER 121 PAGE 532

AFFIDAVIT AS TO VALUE

STATE OF MARYLAND)
) ss:
ANNE ARUNDEL COUNTY)

On this 25th day of August, 1958, before me the undersigned, a Notary Public in and for Anne Arundel County, Maryland, personally appeared O. Frank Bowen, County Trust Company of Maryland, Owings, Md. who being first duly sworn on oath deposes and says:

THAT he is actively engaged in the real estate Appraisal business in Anne Arundel County, Maryland, and has been so engaged for the past 30 years.

THAT he is thoroughly familiar with real estate values in the neighborhood of Lots 17-21 in Block 14, North Beach Park, Anne Arundel County, Maryland, with improvements thereon.

THAT he has personally inspected the said real estate and that he is of the opinion that this property has a present market value of Twelve Thousand Dollars($ 12,000.00)

THAT he has no present interest in said property or in the sale thereof.

O Frank Bowen

Subscribed and sworn to before me this 25th day of August, A.D., 1958.

KATHLEENE KOLB FOWLER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Kathleene Kolb Fowler
Notary Public, State of Maryland
Kathleene Kolb Fowler
My Commission Expires May 4, 195[illegible]

FILED
1958 SEP -5 AM 10:08
Examiner's Exhibit 6

18

LIBER 121 PAGE 533

THEDA F. DORSEY,	:	IN
Non-resident	:	THE CIRCUIT COURT
Adult	:	FOR
under	:	ANNE ARUNDEL COUNTY
Conservatorship	:	NO. 12,841 EQUITY

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

TESTIMONY ON BEHALF OF CONSERVATOR

December 17 & 23, 1958

Present:

Mr. Andrew T. Altmann, Solicitor for Conservator

Mr. Emanuel Klawans, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

Benjamin H. Dorsey, Jr., pages 2 - 8

Achsah D. Smith, pages 9 - 14

Fred E. Voges, pages 15 - 17

FILED

1959 JAN 14 PM 1:03

19

Benjamin H. Dorsey, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Altmann)

1. Would you state your name and address, please?

A. Benjamin H. Dorsey, Jr., 5409 Duvall Drive, Westmoreland Hills, Maryland.

2. Your occupation?

A. I am a lawyer.

3. Mr. Dorsey, what is your relationship to Theda F. Dorsey?

A. Theda F. Dorsey is my mother.

4. Mr. Dorsey, were you executor of the Last Will and Testament of Macpherson Crichton?

A. I was.

5. By what Court were you appointed executor?

A. United States District Court for the District of Columbia.

6. As such executor are you familiar with property known as "Cluny", in North Beach Park, Anne Arundel County?

A. I am familiar with that property, although the real estate itself, didn't go under the Will, it went by operation of law. I, nevertheless, had the duty of seeing that the property was properly cared for for more than two years.

(Mr. Klawans)

1. How did it go by operation of law?

A. Well I do not have the Will before me nor specifically recall its terms, but well I may correct myself on that, I think it went under the Will.

(Mr. Altmann)

7. Is that property known as Lots 17-21 in Block 14,

North Beach Park, Anne Arundel County, Maryland?

A. To the best of my recollection that is a correct description.

8. Have you actually visited the property, Mr. Dorsey?

A. I have on several occasions.

9. Could you describe it to us somewhat?

A. It is an old wooden house, approximately twenty yards from the water. There used to be a pier which extended from the land out over the water, but when I saw it that was in a state of such disrepair, that I think it would be unusable. The house itself, consists of one large, either living room or a clubroom in the custom of a mens club. It is an enormous room, followed by perhaps four small bedrooms on the first floor and a small kitchen and a bathroom. I believe also there is a porch off the kitchen. There isn't any second floor. There is just a balcony which goes up over this, what I would call a clubroom.

10. What is its state of repair?

A. Well when I last saw it, about a year ago, the kitchen is quite antiquated. I would say the refrigerator and the stove were at least twenty years old. The sink was chipped and marred. Externally, I know from the men who had custody of the property, which of course is heresay, that the roof leaked in a lot of places, and that there were water leaks requiring a pump, sump pump I suppose, in the basement. The property was in need of painting and possibly other things.

11. Did it have any plumbing or heating systems?

A. Yes, sir. It had a plumbing system in association with the bathrooms. I don't know much more about it

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than that. It did have a oil furnace also which often had to be repaired and I had to pay the bills on it when I was executor.

12. Now Mr. Dorsey, while you were acting as executor until the termination of your executorship in the United States District Court, did you make effort to sell this property?

A. Yes, sir. I did.

13. What was the effect of your efforts?

A. Well I tried through two brokers. One was Mr. Louis Goldstein, over in Prince Frederick, and the other was at Upper Marlboro, and I cannot recall his name right now. They had the property for over a year trying to find a buyer without success. I did not specify any minimum price in those arrangements because they had advised me not too. They advised me to see if they could find a buyer first and then talk about price.

14. Did you ever receive an offer?

A. Yes, sir. I once received an offer, not an all cash offer, which in my opinion was what I had to accept, of Ten thousand dollars.

15. That is the maximum offer you ever received?

A. It is the maximum and only.

16. Mr. Dorsey, where is your mother at the present time?

A. My mother is at -

(Mr. Klawans)

1. Excuse me a minute. Can you tell us about how much water front there is and what kind of a beach and some idea of the rest of the property?

A. Well I can try. I do not think there is more than fifty or sixty feet of waterfrontage. The beach is

ZZ

rocky, rather than sandy, and I do not think particularly suitable or adaptable for swimming. It might be alright for duck hunting or something of that nature.

2. What about the rest of the lot?

A. Outside of the main dwelling house, there is also what probably was at one time a garage, although it is now in pretty complete disrepair, and was being used when I saw it to store incidental things, broken tools in it and empty paint buckets and that sort of thing. The lot extends back to an unpaved road and there is an unimproved road which would take you from the garage to the umpaved road.

3. What in your opinion, Mr. Dorsey, is the fair market value of this property at this time and is it to the best interest and advantage of the conservatee to sell it?

A. In my opinion the fair market value of this property would not be much more than ten Thousand dollars. I say that for this reason, I have no particular experience as a real estate appraisor nor any particular experience in the locality where "Cluny" is located. I base this largely on what the two real estate agents whom I had employed advised me and what I would have been willing to sell it for at that time. As to whether or not the property should be sold, I would say that it should be sold in the best interest of my mother as ex~~pe~~peditiously as possible; ~~although~~ the house is a wasting asset it is not improving in value. It is deteriorating. There are taxes and insurance which must be paid, and certain expenses of custodian-

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ship, shall we say, which has to be maintained. There is noone currently living in the house. To me it constitutes a wasting asset and expenses of maintenance are just a drain on my mother's property.

4. What are the possibilities of renting?

A. I was never able to interest anyone under any circumstances ~~of~~ renting the house. When I say I, in the previous sentence, I include the two real estate agents that I employed. The nature of the house is not suitable, in my opinion, for an average family or anything other than a club or association or someplace where you need one big,enormous room to hold meetings, and the cost of heat is prohibitive to renting. As least in my opinion, the cost of heating that big room, it is about a twenty foot ceiling, so that the children could go in there and play, would be unrealistic and prohibitive.

(Mr. Altmann)

17. Mr. Dorsey, is there any possibility in your mind, that your mother could ever use or occupy this place in North Beach Park?

A. No, there is not. My father lives in Washington. My mother and father made their home in Washington since 1935. My sister and myself both live in and around Washington, where we are close to our parents. "Cluny" on the other hand, is on the water. It is as cold as it can be in the winter. You have spray hitting there. It is the sort of place where you need extensive maintenance. The roads ice up badly in the winter. I know because I have been there in the winter. Anyone living there would have a very

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difficult time unless they were ~~wanted~~ strong and wanted a drive.

18. What is your mother's age and what is the state of her present health?

A. I am not quite certain what my mother's age is. I will give you my best opinion. I think she is 76. The state of her present health, is I believe she is in reasonable good physical health. For more than over a year she has/had arthritis. In addition to that she is a patient, and has been for many months, at the Shepard Pratt Hospital in Towson.

Altmann - At this time I would like to introduce the following documents. A certified copy of the order appointing Achsah D. Smith, conservator of Theda F. Dorsey. This order is from the United States District Court for the District of Columbia.

(ORDER FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

Altmann - Certified copy from the United States District Court for the District of Columbia, of the Will of Macpherson Crichton, showing the set of rules and that it was admitted to probate in the District of Columbia.

(CERTIFIED COPY OF WILL FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

Altmann - A certified copy from the United States District Court for the District of Columbia authorizing of an order/conservator, Achsah D. Smith, to enter into certain agreements concerning the settlement of the caveat to the will of

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MacPherson Crichton and the report of the Conservator on the agreement, and the Agreement to Compromise, all as filed in the United States District Court for the District of Columbia, including provisions for the sale of this property.

(ORDER, REPORT, AND AGREEMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

Altmann - A sales Contract entered into between Mr. and Mrs. William Bowden and Achsah D. Smith, as Conservator for the estate of Theda F. Dorsey, for Lots Nos. 17-21 incl., in Block 14, known as the estate of Macpherson Crichton, North Beach Park, Anne Arundel County. The sales price of $13,700, all cash, subject to the approval of the Circuit Court of Anne Arundel County.

(SALES CONTRACT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

Altmann - An affidavit as to Value executed by Linwood C. German, a real estate agent in North Beach, Maryland, stating that in his opinion the property has a present market value of $11,750.00.

(AFFIDAVIT OF LINWOOD C. GERMAN FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5

Altmann - An affidavit of value from O. Frank Bowen, County Trust Company of Maryland, stating that in his opinion the property has a present market value of $12,000.00.

(AFFIDAVIT OF O. FRANK BOWEN FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer..No.....

Signature..Benjamin H. Perley, Jr.

Achsah D. Smith, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Altmann)

1. Will you state your name and address, please?

A. Achsah D. Smith, Achsah Dorsey Smith, and my address is1716 -22nd Street, N. W., Washington, D. C.

2. What is your relationship to Theda Dorsey?

A. She is my mother.

3. Mrs. Smith, were you appointed by the United States District Court for the District of Columbia, conservator of your mother's estate?

A. Yes, I was.

4. Mrs. Smith, are you familiar with Lots 17 through 21, Block 14, North Beach Park, Anne Arundel County, the property commonly known as "Cluny"?

A. Yes, I am.

5. Have you ever visited that property?

A. Oh yes, I have been there often.

6. Would you describe the property briefly?

A. Well it is a large, of course there are five lots. It has on it this large frame house, and it has a two car garage and a small boat house. Both the garage and the boat house are in need of repair, and then there is a walk from the front of the house to this retaining wall, sort of a seawall effect, and there used to be a wharf out from that, but the hurricane took the wharf down. There is no wharf anymore. I think it is about seventy feet of waterfront property, approximately, to the best of my knowledge there is about seventy feet of waterfront property. The house is

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frame and clapboard, and it is actually a one story house. Has a large living room, a club room, I would say about approximately a fourteen to sixteen foot ceiling. Has a gallery, steps that go up from it to a gallery. Then there is just one room on the second floor which could be used as a storage room. There is no bath facilities up there at all. Then there is a kitchen and four bedrooms, a hall and three baths.

7. What state of repair is the property in?

A. It needs quite a lot of work on it. As I mentioned, the garage is in need of repairs, the boat house very much so. The house itself needs painting. The kitchen should be modernized. There has been considerable work done already on the bathroom, plumbing, and the two other bathrooms need working on. The facilities actually work but they are very antiquated, and the furnace, due to the fact that the house has been closed so much, the furnace has been repaired at various times. What happens is that the motor rusts out. I think anyone who would be living in the house and stayed in the house any length of time would have to put in a new furnace system or a new furnace. The stove and refrigerator both work but they are old and as I said the house needs painting. It needs various actual light fixtures. It has a sump pump in the basement. A lot of those houses do not have basements but this one does, and with the weather and so forth down there, a sump pump is a very important thing to be kept in repair. It has been repaired at various

times because everything floods otherwise.

8. You have served as conservator and have you been taking care of the upkeep from the financial viewpoint of this property?

A. Yes, I have.

9 Approximately how much are the taxes each year?

A. Well they are just a little under $400.00. I don't remember the exact figure.

10. Have you consulted with real estate agents or have you attempted at anytime to rent this property?

A. Yes. I have consulted with a real estate company right there near North Beach, actually it is West Beach, the Chesapeake Company, and they tried to rent it and also to sell it, the property.

11. Have you been successful in any attempts to rent it?

A. No. It would be very much of a seasonal place to try to rent and it would be very hard to rent, and we never found anyone who was interested in renting it, or any group.

12. As conservator of your mother's estate, what efforts have you made to sell this property and what is the best offer that you ever received?

A. Well considerable advertising was done by the Chesapeake Company. They had the property for sale for several months.

13. They were acting as your agent?

A. They were acting as my agent. Also I received a letter from a man down at the beach, down at North Beach itself, which was interested, and he offered $10,000.00, but it wasn't any type of a firm offer because when we

investigated we found that he had no way, no idea exactly how he was going to get along. He had to sell his own house first and it just fell through. In fact he also backed and said he would pay even less than $10,000.00. Then after this special advertising and various times the house was shown a great deal to people as far away as New York. The highest offer that we have gotten is, I figure, over $13,000.00, which still stands.

(Mr. Klawans)

1. That is the present offer?

A. Yes, that is the present offer.

(Mr. Altmann)

14. In your opinion is that the best possible price which property the ~~house~~ can be sold?

A. In my opinion yes, it is.

15. What is your opinion as to the present market value of this property?

A. I would say that it was around, of course I don't have great knowledge of real estate, very much knowledge of real estate, but I would say the house and land would be worth about, I would say about $12,000.00.

16. What is your mother's age and the state of her health, Mrs. Smith?

A. My mother is seventy one, and her health is not at all good.

17. Where is she now?

A. In Sheperd Pratt Hospital, Towson.

18. Is she under the care of a physician?

A. Yes.

19. Is there any possibility in your mind that your mother could ever occupy or use this premises?

A. No. I don't think she would ever use them.

20. This property did not belong to her originally did it?

A. No, it did not.

21. It came to her as provides under her will?

A. Yes, that is correct.

(Mr. Klawans)

1. And you consider it would be to her best interest and advantage if this sale were made?

A. Yes, I do, because with the taxes and insurance and a caretaker has to be employed and the extra people that have to come in and do work and so forth. I feel that it is a great drain on her financially.

(Mr. Altmann)

22. As conservator, Mrs. Smith, approximately how much or what is the present value of Mrs. Dorsey's assets? Well let me ask you this. Isn't it true that the only assets she has of any value is cash in the bank?

A. That is correct, approximately $20,000.00. She has $10,000.00 with the First Federal Savings and Loan and she has just about $10,000.00 in the bank account.

(In answer to the general question)

A. I think it would become more and more apparent, in connection with my mother, that she wouldn't be able to use the property at all, and my father would have no use for the property at all either. He is eighty one and he stays very close to home and mother someday when she is home from the hospital will be very much confined to home, and there isn't anyone, I mean no one

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else in the family lives in the Washington area. I have one brother who is overseas. I mean the thing is there isn't anyone that mother would want to keep it for anyone else to use in the family.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer... NO .....

Signature... Achsah D. Smith

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Klawans)

1. State your name, address and occupation.

A. Fred E. Voges, 3 Church Circle, Annapolis, Maryland. Realtor.

2. How long have you been engaged as a realtor in Anne Arundel County, Maryland?

A. Over twenty five years.

3. Are you familiar with real estate values in the vicinity of North Beach Park?

A. I am.

4. Are you familiar with the property, the estate of Macpherson Crichton, deceased, at North Beach Park, the subject of this proceedings?

A. I am.

5. State what the property consists of?

A. The property consists of lots Nos. 17, 18, 19, 20, and 21, as shown on the plat of North Beach Park, Anne Arundel County, Maryland. The property fronts 172.7' fronting on Herring Bay, and has a depth of 125' on Myrtle Avenue. To the best of my knowledge the property does not have reparian rights. The beach is well bulkheaded, but is part sand and part rock, making it not too desirable for swimming purposes. The improvements consist of a frame, summer bungalow, a frame two car garage, and a frame boat house. The improvements are in less than fair condition. The dwelling being especially bad on the interior. The dwelling house is a large rambling, one story bungalow, with composition

roof, and a basement with a sump pump in poor condition, a nine foot wide porch extends along the front and south side. A large living room approximately thirty feet wide and forty two feet long, extends across the entire front of the building. This room is two stories high, is pine panelled, has a large stone fireplace, and a balcony extends across both the front and rear sides of this room. The dwelling also contains a dining room, very old fashioned kitchen, four bedrooms, one full bath, and two half baths. The fixtures and equipment in the kitchen and bathrooms are very old fashioned and in poor condition. The house has electricity and running water from a well, and apparently it has no adequate heating plant at this time.

6. What in your opinion is the fair market value of the real estate?

A. In my opinion the fair market value of the real estate as of this date is $13,100.00.

7. I show you a contract of sale in evidence as Examiner's Exhibit No. 4, for a private sale of $13,700.00 for the land and dwelling and other buildings. Would you consider this to the best interest and advantage of the aged lady concerned in this case and any others concerned in it?

A. Yes, I would consider it very advantageous to her.

8. Can you state why?

A. The house is a very large, rambling structure which is not suitable for the ordinary family. I would say it would best be suited for a private club or some such purpose. I would also state that I believe it

would be a very difficult property to sell, and if they do not accept this offer it might be a considerable length of time before they had a comparable offer, if ever. With the property being vacant, in my opinion, it is depreciating very rapidly.

9. How did you arrive at your figure of $13,100.00?

A. I arrived at the figure from comparable sales in the near area, and my experience in appraising property in that neighborhood for the First Federal Savings and Loan Association for which I am an appraisor. I divide the property up into $4,000.00 for the land, $8,500.00 for the dwelling, $400.00 for the garage and $200.00 for the boat house.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature....Fred E. Voges.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in ~~one~~ two day.

Witness my hand and seal this 14th day of January, 1959.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $10.00
S.M. + $20.00 5.00

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 552

ANDREW T. ALTMANN, Esq.
801 Colorado Building,
Wash. 5, D. C.

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY,
MARYLAND AS A
COURT OF EQUITY
No. 12,841 Equity

RE: THEDA F. DORSEY
Non-resident adult
under Conservatorship

Notice To Creditors

This is to give notice to all persons having claims against Theda F. Dorsey, non-resident adult ward, to present their claims, if any, against the said Theda F. Dorsey, adult ward, with vouchers thereof, legally authenticated, in these proceedings in the Circuit Court for Anne Arundel County, Maryland, on or before the 8th day of June, 1959.

Achsah D. Smith, Conservator
501 Colorado Building
Washington 5, D.C.

M-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1959

We hereby certify, that the annexed

Notice to Creditors

Eq. 12,841

Theda F. Dorsey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of June, 1959. The first insertion being made the 7th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

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No. M. G. 7177 1959 JUN -3 PM 3:0 By H. Tilghman

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LIBER 121 PAGE 553

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

AS A COURT OF EQUITY

Re: THEDA F. DORSEY	)	
	)	
Non-resident adult under Conservatorship	)	No. 12,841 Equity
	)	

ORDER AUTHORIZING FOREIGN CONSERVATOR TO SELL REAL PROPERTY

This cause standing ready for hearing and being submitted, and the Court having read and considered the pleadings and the testimony filed herein, and it appearing to the Court by the certificate of publication filed herein that a Notice to Creditors has been published for at least thirty days, and it further appearing to the Court to be for the best interest of Theda F. Dorsey, non-resident adult ward, that the said ward's real property be sold, it is by the Court this 9th day of June, 1959,

ADJUDGED, ORDERED AND DECREED:

1. That the property known as Lots 17, 18, 19, 20 and 21, with improvements thereon, in Block 14, North Beach Park, Anne Arundel County, and more particularly described in the petition be sold at public or private sale.

2. That the agreement of sale of said real estate dated June 28, 1958, between Bill Bowden and Marise E. Bowden, his wife, and Achsah D. Smith, Conservator, filed in this proceeding as Examiner's Exhibit No. 4, which provides as follows:

(A) For the sale of the furnishings in the improvements on said real estate for the sum of One Thousand Three Hundred Dollars ($1,300.00), which said furnishings have been sold by Order of the United States District

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Court for the District of Columbia, a certified copy of which has been filed herein as Petitioner's Exhibit No. 1;

(B) For the purchase of said real estate with improvements thereon at a price of Thirteen Thousand Seven Hundred Dollars ($13,700.00), and that a deposit of Five Hundred Dollars ($500.00) has been made thereon with the remainder, to wit, Thirteen Thousand Two Hundred Dollars ($13,200.00) to be paid upon settlement after ratification by this Court;

be and the same is hereby finally ratified and confirmed.

3. That before said Conservator shall act under this Decree she shall first file with the Clerk of this Court a bond to the State of Maryland executed by herself and a competent surety to be approved by this Court or the Clerk thereof in the penalty of Fifteen Thousand Dollars ($15,000.00) conditioned for the faithful performance of the trust reposed in her.

4. That upon payment of the whole purchase price of said real estate provided under the terms of said agreement of sale, and not before, the said Conservator shall by a good and sufficient deed convey to the said Bill Bowden and Marise E. Bowden, his wife, the said real estate sold to them free and clear of all claims thereto.

5. The said Conservator shall bring into this Court the money arising from said sale and, after deducting the proper costs, shall distribute said money as the Court shall direct.

JUDGE

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Petitioner's Exhibit No. One.

LIBER 121 PAGE 555

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

In re:

THEDA F. DORSEY,

Adult Ward

CIVIL ACTION NO. 3165-57

F I L E D

May 18, 1959

Harry M. Hull, Clerk

ORDER TO SELL HOUSEHOLD FURNISHINGS

Upon consideration of the petition of Achsah D. Smith, Conservator of the Estate of Theda F. Dorsey, adult ward, filed herein on the 18th day of May, 1959, it is by the Court this 16th day of May, 1959,

ORDERED that Achsah D. Smith, Conservator of the Estate of Theda F. Dorsey, adult ward, be and she is hereby authorized to sell the household furnishings of the said ward at public or private sale without advertising, and if sold at private sale at not less than the appraised value thereof.

ALEXANDER HOLTZOFF

JUDGE

Petitioner's Exhibit No. One

GARRETT, ALTMANN & FLATHER
COLORADO BUILDING
WASHINGTON 6, D. C.

A. O. Form 132 Exemplification Certificate

United States District Court

for the

LIBER 121 PAGE 556

DISTRICT OF COLUMBIA

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, and keeper of the records and seal thereof, hereby certify that the documents attached hereto ~~are true copies of~~ is a true and correct copy of the Order to Sell Household Furnishings, filed May 18, 1959 in Civil Action No. 3165-57, In re: Theda E. Dorsey, Adult Ward

In testimony whereof I hereunto sign my name and affix the seal of said Court, in said District, at Washington, D. C., this 25th day of May 19 59.

HARRY M. HULL

BY: Margaret C. Wally Clerk.

I, F. DICKINSON LETTS, United States District Judge for the District of Columbia, do hereby certify that Harry M. Hull, whose name is above written and subscribed, is and was at the date thereof, Clerk of said Court, duly appointed and sworn, and keeper of the records and seal thereof, and that the above certificate by him made, and his attestation or record thereof, is in due form of law.

May 25, 19 59.

F. Dickinson Letts
United States District Judge.

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, and keeper of the seal thereof, hereby certify that the Honorable F. DICKINSON LETTS whose name is within written and subscribed, was on the 25th day of May 19 59, and now is Judge of said court, duly appointed, confirmed, sworn, and qualified; and that I am well acquainted with his handwriting and official signature and know and hereby certify the same within written to be his.

In testimony whereof I hereunto sign my name, and affix the seal of said Court at the city of Washington, D.C., in said State, on this 25th day of May 19 59.

HARRY M. HULL

BY: Margaret C. Wally Clerk.

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LIBER 121 PAGE 557

LIBER 10 PAGE 65

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 12,841 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Achsah D. Smith 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 Fifteen Thousand Dollars ($15,000.00) - - - - - - - - - - - - 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 August, 1959.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled "Theda F. Dorsey, Non Resident Adult Under Conservatorship, No. 12,841 Equity" dated June 9, 1959, the said Achsah D. Smith, Conservator, was authorized ~~appointed~~ ~~Trustee~~ to make sale of the property described in said proceedings, and the said Achsah D. Smith 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:

Achsah D. Smith (SEAL)
Achsah D. Smith, PRINCIPAL

Andrew T. Altmann
Andrew T. Altmann

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney in fact

SURETY

Bond approved this 6th day of August 1959.
George T. Cromwell, Clerk

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LIBER 121 PAGE 558

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
AS A COURT OF EQUITY

Re: THEDA F. DORSEY	)	
	)	
Non-resident adult under Conservatorship	)	No. 12,841 Equity
	)	

REPORT OF PRIVATE SALE

An account of the sale of the real estate of Theda F. Dorsey, adult ward, as was sold at private sale by Achsah D. Smith, Conservator of said ward, on the 6th day of August, 1959.

All of the said ward's fee simple interest, estate, right, title, property claim and demand in and to certain real estate with improvements thereon situate and lying in Anne Arundel County, Maryland, and particularly described as follows:

> Lots 17, 18, 19, 20 and 21 with improvements thereon in Block 14, North Beach Park, Anne Arundel County, Maryland.

The above-described property was sold to Bill Bowden and Maris E. Bowden for the sum of Thirteen Thousand Seven Hundred Dollars ($13,700.00), being more than the appraised value thereof.

The undersigned Conservator of Theda F. Dorsey, adult ward, hereby returns to the Circuit Court for Anne Arundel County the aforegoing full and particular account of the real estate sold by her which belonged to the said ward and which was sold in pursuance of the power and authority given by an order of this Honorable Court passed on the 9th day of June, 1959, and the Conservator also reports to the Court that the above estate was sold for the most money which she could obtain for the same to the persons named in the above account of sale, they having offered the highest price therefor.

1959 AUG 28 [illegible]

WHEREFORE, the Conservator prays that the papers in this proceeding be referred to the auditor to state an account.

Achsah D. Smith
Achsah D. Smith, Conservator

A F F I D A V I T

DISTRICT OF COLUMBIA, to wit:

I hereby certify that on this 27th day of August, 1959, before me, the subscribed notary public of the District of Columbia, personally appeared Achsah D. Smith, Conservator of Theda F. Dorsey, adult ward, and made oath in due form of law that the matters and facts set forth in the above report of sale are true to the best of her knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and notarial seal.

J. Clifford Cunningham
Notary Public, D. C.
My commission expires: Aug 14, 1964

Andrew T. Altmann

George E. Flather, Jr.
George E. Flather, Jr.
Solicitors for Conservator
501 Colorado Building
Washington 5, D. C.

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ORDER NISI

LIBER 121 PAGE 560

Re: THEDA F. DORSEY

Non-resident adult
under Conservatorship

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,841 Equity

Ordered, this 28th day of August, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Achsah D. Smith, Conservator

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

The report states that the amount of sale was $13,700.00

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True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

Re: THEDA F. DORSEY

Non-resident adult
under Conservatorship

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of October, 1959 that the sale made and reported by the Consentee 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 Consentee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett JUDGE.

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1959 OCT -6 PM 2:29

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OFFICE C_

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 561

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,841 Equity
RE: THEDA F. DORSEY
Non-resident adult under Conservatorship

Ordered, this 28th day of August, 1959, That the sale of the property in these proceedings mentioned made and reported by Achsah D. Smith, Conservator BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of October next; Provided, a copy of this Order be inserted in some newspaper publiched in Anne Arundel County, once in each of three successive weeks before the 5th day of October next.

The report states that the amount of sale was $13,700.00.

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 - Sale

Eq. 12,841.

Theda F. Dorsey

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

THE CAPITAL-GAZETTE PRESS, INC.

By: D. Tilghman

No. M. G. 10947

1959 OCT -2 PM

49

In the Case of

Re:

THEDA F. DORSEY,

non-resident adult,

~~VS.~~

under Conservatorship

In the

Circuit Court

For

Anne Arundel County

No. 12,841 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.

November 27, 1959

Laura K. Jacklin
Auditor.

FILED

1959 DEC -8 AM 10:32

54

Dr RE: Theda F. Dorsey, non-resident adult, under Conservatorship

				in ac.
To Conservator for Commissions, viz:	441	00	441	00
To Conservator for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	71	75		
Clerk of Court - additional Court costs	1	75		
Shirley M. Miller - Stenographer's fee	25	00		
Emanuel Klawans - Examiner's fee	10	00		
Auditor - stating this Report and Account	36	00	154	50
To Conservator for Expenses, viz:				
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	60	00		
Fred E. Voges - appraisal and testimony	50	00		
One-half Federal documentary stamps	7	70		
One-half State documentary stamps	15	40		
Chesapeake Co., Inc. - broker's commission	685	00		
Notary fees	1	00	854	10
To Conservator for Taxes, viz:				
1958 State and County taxes	410	61		
1959 State and County taxes	390	34	800	95
To Conservator for Liens, viz:				
Charles Pisner - in full for mortgage debt	1,000	00		
Preparation of deed of partial release	10	00		
Recording release	3	00	1,013	00
To Achsah D. Smith, Conservator of the Estate of Theda F. Dorsey - this balance for distribution in accordance with the Agreement dated 10/10/58 (order 11/25/59)	10,588	25	10,588	25
			13,851	80

51

with Achsah D. Smith, Conservator Cr.

1959				
Aug.	6	Proceeds of Sale (Contract dated 6/28/58)	13,700 00	13,700 00
		Refund 1959 State and County taxes ($390.34) - 4 months 24 days	151 80	151 80
				13,851 80

ORDER NISI LIBER 121 PAGE 565

RE:

THEDA F. DORSEY,

~~VERSUS~~

non-resident adult,

under Conservatorship

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,841 Equity,

1959 DEC -8 AM 10:32

ORDERED, This 8th day of December, 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 11th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of January, 1960, 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~~ Conservator apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1960 JAN 12 PM 12:30

Benjamin Nicholson
Judge.

53

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 121 PAGE 566

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed

Order Nisi Eq. 12,841

Auditor Account

Theda F. Dorsey

non-resident adult

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 11th day of January, 1960. The first insertion being made the 18th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,841 Equity

RE: THEDA F. DORSEY, non-resident adult, under Conservatorship

Ordered, this 8th day of December, 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 11th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-22

FILED
1960 JAN -6 AM 11:00

No. M.G. 12,841 Eq.

54

LIBER 121 PAGE 567

In the Matter of the Sale of the Mortgaged Real Estate of George W. Brewer, Unmarried, 5407 Wasena Ave., Baltimore-25-Maryland	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13429

MR. CLERK:

Kindly docket suit in the above-entitled cause and file Mortgage, dated November 15th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1252, Folio 141, marked "Complainant's Exhibit A" in said proceedings, default having taken place in said mortgage.

Frankie Wilson

Frankie Wilson, Attorney Named in Mortgage,
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland (P. O. Box 247)

FILED

1959 SEP 24 AM 11:27

FILED

COMPLAINANT'S EXHIBIT "A"

LIBER 1252 PAGE 141

LIBER 121 PAGE 568

No. 13,429 Equity

This Mortgage, Made this 15th day of November , 1958

by and between George W. Brewer, Unmarried, of 5407 Wasena Ave., Baltimore-25-Md.

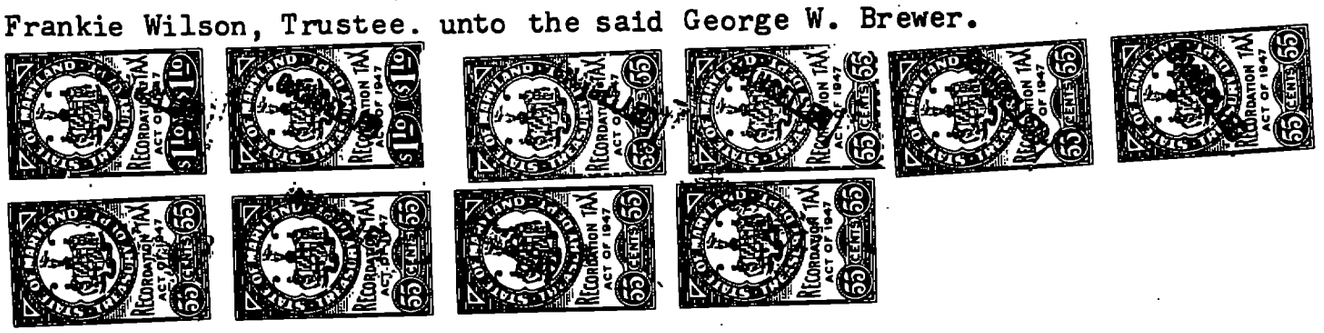
hereinafter referred to as MORTGAGORS, and MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

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 60 shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 6,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum or One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th at lot of ground, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, aforesaid, and described as follows, that is to say:-

BEGINNING for the same at an iron pipe previously set on the northwest side of the Defense Highway in the South 86 degrees 35' east 1073.05' line of the conveyance by Russell C. Bartgis and wife to Elliott J. Bourne and wife, by deed, dated January 22, 1947, as recorded in Liber JHH 395, folio 299 of the Land Records of Anne Arundel County, Maryland, said beginning point being distant North 86 degrees 35' west 200.0' from the end of said line; said beginning being also at the end of the first line of conveyance by Elliott J. Bourne and wife to James L. Parks, Jr., and wife, by deed, dated April 26, 1947, as recorded in Liber JHH 407, folio 90 of the aforesaid Land Records; thence leaving said Defense Highway and with the second line of aforesaid conveyance to Parks, North 3 degrees 25' East 455.1' to a pipe now set in the first, or North 48 degree 30' west line of the aforementioned conveyance by Bartgis to Bourne; thence with part of said line, North 48 degrees 30' west 163.2' to an original iron pipe; thence with part of the South 44 degree 55' West line of aforementioned conveyance to Bourne, South 44 degrees 55' West 32.22' to a pipe now set; thence leaving the outline with the first line reversely of the conveyance by Elliott J. Bourne and wife to Mrs. Emma Curtis, South 3 degrees 25' West 531.8' to a pipe previously set on the Northmost side of the aforementioned Defense Highway; thence with said side of said Highway, South 86 degrees 35' East 150.0' to the place of beginning. Containing 1.76 acres, more or less. Being Lot 10 and part of Lot 11, as shown on an unrecorded plat of Bright Seat lots.

BEING the same tract of ground which by Deed of even date herewith and recorded, or so intended to be, prior hereto, was conveyed by Frankie Wilson, Trustee. unto the said George W. Brewer.



FILED

1959 SEP 24 AM 11:27

1959 SEP 24 AM 11:27

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 ances and advantages to the same belonging or in anywiserights, roads, alleys, ways, easements, privileges, appurten 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 Mortgagee 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 $ 28.80 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 $ 31.20 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty two 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 two 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 Frankie Wilson, 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.

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 improvement on the hereby mortgaged land to the amount of at least $6,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

AND it is further agreed that in case the MORTGAGORS cease to own, sell, transfer or dispose of the within described property, without first obtaining the assent in writing of the MORTGAGEE, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Frankie D. Wilson

George W. Brewer (SEAL)

Frankie D. Wilson (SEAL)

(SEAL)

(SEAL)

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5

LIBER 121 PAGE 571

LIBER 1252 PAGE 144

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of November, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared George W. Brewer and acknowledged the foregoing mortgage to be ~~their~~ his act. And at the same time also personally appeared Walton D. Wilson the President of MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., 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.

Frankie D. Wilson
Frankie D. Wilson Notary Public.

Rec'd for record Nov. 17, 1958, at 10:15 AM.
Mailed to Frankie Wilson

8.70

Mortgage

FROM

George W. Brewer, Unmarried
5407 Wasena Ave.,
Balto.-25-Md.

TO

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

2nd District, A. A. Co.
MORTGAGE ACCOUNT NO.
1.76 acres, more or less
Lot 10 and part of Lot 11

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 NOV 17 AM 10:15
& RECORDED IN LIBER GTC
NO. 1252 FOLIO 141
GEO. T. CROMWELL, CLERK

LAW OFFICE
FRANKIE WILSON
25 Baltimore-Annapolis Boulevard, N.W.,
GLEN BURNIE, MARYLAND

Pd. 5.70

FOR VALUE RECEIVED, The ~~Glen Burnie Savings and Loan Association, of Anne Arundel County~~ MARYLAND NATL. BLDG. AND LOAN ASSN., INC., hereby releases the within mortgage.

WITNESS the signature of the - - - President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST:

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., A BODY CORPORATE

By, President. Secretary.

LIBER 121 PAGE 572

In the matter of the Sale of the Mortgaged Real Estate of George W. Brewer, Unmarried, 5407 Wasena Ave., Baltimore-25-Maryland.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13429

STATEMENT OF MORTGAGE ACCOUNT

BALANCE DUE ON MORTGAGE DATED NOVEMBER 15, 1958

FROM GEORGE W. BREWER, UNMARRIED

TO MARYLAND NATIONAL BUILDING & LOAN ASSOCIATION, INC.

OUTSTANDING ON PRINCIPAL	$6,244.96
INTEREST TO DATE (1959) - September	131.04
TOTAL	$6,376.00

Frankie Wilson

Frankie Wilson, Attorney Named in Mortgage,
25 Baltimore-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland. (P. O. Box 247)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, That on this 24th day of August, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, President of the Maryland National Building and Loan Association, Inc., and made oath in due form of law that the above mortgage statement of George W. Brewer is true and bona fide.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson

Frankie D. Wilson, Notary Public

My commission expires May 1, 1961

FRANKIE D. WILSON NOTARY PUBLIC ANNE ARUNDEL COUNTY

6 mos. Int.
31.20
1%
6240
3120
374.40

FILED

1959 SEP 24 AM 11:27

6

LIBER 10 PAGE 89

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3*

LIBER 121 PAGE 573

Equity no. 13,429

KNOW ALL MEN BY THESE PRESENTS:

That we, Frankie Wilson, 25 Baltimore National Blvd., N. W., P. O. Box 247, Glen Burnie, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 ($7,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of September in the year of our Lord 1959

Whereas, the above bounden Frankie Wilson by virtue of the power contained in a mortgage from George W. Brewer to Maryland National Building & Loan Association, Inc. bearing date the 15th day of November, 1958 and recorded among the mortgage records of Anne Arundel County in Liber G. T. C. No. 1252 Folio 141 and Frankie Wilson 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 Frankie Wilson do and shall well and truly and faithfully perform the trust reposed in her under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Frankie Wilson has hereto set her hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Vivian D. Schaumloeffel (signature)
Vivian D. Schaumloeffel

Frankie Wilson (signature) (SEAL)
Frankie Wilson

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony (signature)
D. Anthony *As to Surety*

By Joseph C. McHugh (signature)
Joseph C. McHugh *Attorney-in-Fact*

MD3228a—500, 10-57 147555
Mortgagee's or Attorney's Bond

Bond filed and approved this 29th day of September 1959
George T. Cromwell, Clerk

Filed 1959 Sept 29 10 AM

In the Matter of the Sale of the Mortgaged Real Estate of GEORGE W. BREWER, Unmarried, 5407 Wasena Ave., Baltimore-25-Maryland.	LIBER 121 PAGE 574 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13429

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Frankie Wilson, Attorney named in Mortgage, dated November 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1252, Folio 141, from George W. Brewer, Unmarried, to Maryland National Building and Loan Association, Inc., which Mortgage filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for four weeks preceding the date of sale, Frankie Wilson, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) and pursuant to the said notice, on the 23rd day of October, 1959, at 11:00 A.M., attended at the door of the Court House in Annapolis, and then and there sold the property described in said Mortgage, which property is more particularly described as follows:

LOT 10 AND PART OF LOT 11 AS SHOWN ON UNRECORDED PLAT OF BRIGHT SEAT LOTS, CONTAINING 1.76 ACRES, MORE OR LESS, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY: BEGINNING for the same at an iron pipe previously set on the northwest side of the Defense Highway in the South 86 degrees 35' East 1073.05' line of the conveyance by Russell C. Bartgis and wife to Elliott J. Bourne and wife, by deed, dated January 22, 1947, as recorded in Liber JHH 395, folio 299 of the Land Records of Anne Arundel County, Maryland, said beginning point being distant North 86 degrees 35' West 200.0' from the end of said line; said beginning being also at the end of the first line of conveyance by Elliott J. Bourne and wife to James L. Parks, Jr., and wife, by deed, dated April 26, 1947, as recorded in Liber JHH 407, folio 90 of the aforesaid Land Records; thence leaving said Defense Highway and with the second line of aforesaid conveyance to Parks, North 3 degrees 25' East 455.1' to a pipe now set in the first, or North 48 degree 30' west line of the aforementioned conveyance by Bartgis to Bourne; thence with part of said line, North 48 degrees 30' west 163.2' to an original iron pipe; thence with

1959 OCT 27 PM 10:10

8

part of the South 44 degree 55' West line of aforementioned conveyance to Bourne, South 44 degrees 55' West 32.22' to a pipe now set; thence leaving the outline with the first line reversely of the conveyance by Elliott J. Bourne and wife to Mrs. Emma Curtis, South 3 degrees 25' West 531.8' to a pipe previously set on the Northmost side of the aforementioned Defense Highway; thence with said side of said Highway, South 86 degrees 35' East 150.0' to the place of beginning. Containing 1.76 acres, more or less. Being Lot 10 and part of Lot 11, as shown on an unrecorded plat of Bright Seat Lots.

BEING the same tract of ground which by Deed of November 15, 1958 and recorded among the aforesaid Land Records prior to said Mortgage, was conveyed by Frankie Wilson, Trustee, unto the said George W. Brewer.

TERMS OF SALE: Deposit of one thousand dollars ($1,000.00) at time of sale and the balance upon ratification of said sale by the Circuit Court for Anne Arundel County, with interest at 6% from date of sale to settlement; revenue stamps, taxes, etc. to be adjusted to date of sale.

The said property was sold, as aforesaid, to CHARLES E. BREWER and AUGUSTA E. BREWER, His Wife, at and for the sum of Six thousand five hundred twenty-five dollars and 00/100 ($6,525.00) the said purchaser being then and there the highest bidder, and that said sale was fairly made.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Attorney named in mortgage, and made oath in due form of law that the matters and facts set forth are true to the best of her knowledge and belief.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County

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LIBER 121 PAGE 576

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~VERSUS~~

GEORGE W. BREWER, Unmarried

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,429 Equity

Ordered, this 27th day of October, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Frankie Wilson, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of November next.

The report states that the amount of sale was $6,525.00

FILED 1959 OCT 27 AM 10:10

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

GEORGE W. BREWER, Unmarried

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of December, 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. Crane

JUDGE.

FILED

1959 DEC -4 AM 10:03

10

Frankie Wilson, Attorney
Baltimore-Annapolis Blvd., N.W.
Glen Burnie, Maryland

Mortgage Sale

In the Matter of the Sale of the Mortgaged Real Estate of GEORGE W. BREWER, unmarried, 5407 Wasena Ave., Baltimore 25, Maryland

LOT 10 AND PART OF LOT 11 AS SHOWN ON UNRECORDED PLAT OF BRIGHT SEAT LOTS, CONTAINING 1.76 ACRES, MORE OR LESS, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a Mortgage from George W. Brewer, Unmarried, to Maryland National Building and Loan Association, Inc., dated November 15, 1958, and duly recorded among the Land Records of Anne Arundel County in Liber GTC 1252, Folio 141 (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at Public Auction, at the door of the Court House in Annapolis on

Friday, Oct. 23, 1959
11:00 A. M.

all that lot of ground and improvements thereon located in the Second Election District, Anne Arundel County, and described as follows:

BEGINNING for the same at an iron pipe previously set on the northwest side of the Defense Highway in the South 86 degrees 35' east 1073.05' line of the conveyance by Russell C. Bartgis and wife to Elliott J. Bourne and wife by deed, dated January 22, 1947, as recorded in Liber JHH 395, folio 299 of the Land Records of Anne Arundel County, Maryland, said beginning point being distant North 86 degrees 35' west 200.0' from the end of said line; said beginning being also at the end of the first line of conveyance by Elliott J. Bourne and wife to James L. Parks, Jr., and wife, by deed, dated April 26, 1947, as recorded in Liber JHH 407, folio 90 of the aforesaid Land Records; thence leaving said Defense Highway and with the second line of aforesaid conveyance to Parks, North 3 degrees 25' East 455.1' to a pipe now set in the first, or North 48 degree 30' west line of the aforementioned conveyance by Bartgis to Bourne; thence with part of said line, North 48 degree 30" west 163.2' to an original iron pipe; thence with part of the South 44 degree 55' West line of aforementioned conveyance to Bourne, South 44 degrees 55' West 32.22' to a pipe now set; thence leaving the outline with the first line reversely of the conveyance by Elliott J. Bourne and wife to Mrs. Emma Curtis, South 3 degrees 25' West 531.8' to a pipe previously set on the Northmost side of the aforementioned Defense Highway; thence with said side of said Highway, South 86 degree 35' East 150.0' to the place of beginning. Containing 1.76 acres, more or less. Being Lot 10 and part of Lot 11, as shown on an unrecorded plat of Bright Seat lots.

BEING the same tract of ground which by Deed of November 15, 1958 and recorded among the aforesaid Land Records prior to said Mortgage, was conveyed by Frankie Wilson, Trustee, unto the said George W. Brewer.

TERMS OF SALE: A deposit of one thousand dollars ($1,000.00) will be required of the purchaser at time of sale, with interest at six percent (6%) and documentary stamps, taxes to be adjusted to date of sale, balance purchase price upon ratification.

FRANKIE WILSON, Attorney
Named in Mortgage
ROBERT H. CAMPBELL,
Auctioneer.

O-22

LIBER 121 PAGE 577

EQUITY No. 13,429

October 23, 1959

PURCHASER'S AGREEMENT

That I (we) Charles E. Brewer & Augusta E. Brewer, wife, purchasers of 1.76 acre tract, as described on Advertisement of sale attached hereto, said property being located on Defense Highway, in the Second Election District of Anne Arundel County, Maryland, and as fully described in Mortgage, dated November 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1252, folio 141, sold at public auction at the door of the Court House in Annapolis, this 23rd day of October, 1959, at 11:00 a.m., at and for the sum of Sixty-five hundred twenty-five Dollars ($6525.00) and the sum of One Thousand Dollars ($1,000.00) having been paid in accordance with the terms of sale, the purchaser or purchasers to pay the remainder of the sales price upon ratification by the Circuit Court for Anne Arundel County, with 6% interest from date of sale, and adjustment of taxes and other expenses to date of sale, together with documentary stamps.

As witness our (my) hands and seals the day and year above written.

Witness:
Noah A. Hillman

Charles E. Brewer (SEAL)
Charles E. Brewer

Augusta E. Brewer (SEAL)
Augusta E. Brewer
Per Charles E. Brewer, her agent

FILED
1959 NOV -4 PM 5:10

LIBER 121 PAGE 578

EQUITY No. 13,429

Mortgage Sale of Fee Simple Property of George W. Brewer, Second Election District Anne Arundel County, Maryland, on

Friday, October 23, 1959 at 11:00 a.m.

I HEREBY CERTIFY, That sale of 1.76 acre tract, improved by a one story frame dwelling, in fee simple, located on Defense Highway, and as fully described in Mortgage, dated November 15, 1958, and recorded among the Land Records of Anne Arundel County, in Liber GTC 1252, folio 141, has this date (October 23, 1959(been sold by me at public auction at the Court House Door in Annapolis to CHARLES E. BREWER AND AUGUSTA E BREWER for the sum of SIXTY-FIVE HUNDRED AND TWENTY-FIVE Dollars, and that said sale was fairly made.

Robert H. Campbell, Auctioneer.

FILED

1959 NOV -4 PM 5:10

12

LIBER 121 PAGE 579

Equity No. 13,429

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, }
STATE OF MARYLAND, } ss: Anne Arundel County

I hereby certify that, on this 23rd day of October, 1959, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Frankie Wilson, Attorney named in Mortgage, Maryland National Building & Loan Association, Inc.

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

George W. Brewer, Unmarried, 5407 Wasena Ave., Balto.-25-Md.

This man is an employee of a hospital in Anne Arundel County.

and 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 23rd day of October, 19 59.

VIVIAN D. SCHAUMLOEFFEL Notarial Seal NOTARY PUBLIC Anne Arundel County, Md.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public.

My Commission will expire on: May 1, 1961.

(Equity No. 13,429)

Filed,

FILED

1959 NOV -4 PM 5:10

13

LIBER 121 PAGE 580 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. 13,429 Equity

In the Matter of the Sale of the Mortgaged Real Estate of GEORGE W. BREWER, unmarried

Ordered, this 27th day of October, 1959, That the sale of the Property in these proceedings mentioned made and reported by Frankie Wilson, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of November next.

The report states that the amount of sale was $6,525.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

N-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed Order Nisi Sale Eq 13,429 George W. Brewer was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 1 2793 DEC -2 PM 3:19

14

Frankie Wilson, Attorney
25 Baltimore-Annapolis Blvd., N.W.
Glen Burnie, Maryland

Mortgage Sale

In the Matter of the Sale of the Mortgaged Real Estate of GEORGE W. BREWER, unmarried, 5407 Wasena Ave., Baltimore 25, Maryland

LOT 10 AND PART OF LOT 11 AS SHOWN ON UNRECORDED PLAT OF BRIGHT SEAT LOTS, CONTAINING 1.76 ACRES, MORE OR LESS, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a Mortgage from George W. Brewer, Unmarried, to Maryland National Building and Loan Association, Inc., dated November 15, 1958, and duly recorded among the Land Records of Anne Arundel County in Liber GTC 1252, Folio 141 (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at Public Auction, at the door of the Court House in Annapolis on

Friday, Oct. 23, 1959
11:00 A. M.

all that lot of ground and improvements thereon located in the Second Election District, Anne Arundel County, and described as follows:

BEGINNING for the same at an iron pipe previously set on the northwest side of the Defense Highway in the South 86 degrees 35' east 1073.05' line of the conveyance by Russell C. Bartgis and wife to Elliott J. Bourne and wife, by deed, dated January 22, 1947, as recorded in Liber JHH 395, folio 299 of the Land Records of Anne Arundel County, Maryland, said beginning point being distant North 86 degrees 35' west 200.0' from the end of said line; said beginning being also at the end of the first line of conveyance by Elliott J. Bourne and wife to James L. Parks, Jr., and wife, by deed, dated April 26, 1947, as recorded in Liber JHH 407, folio 90 of the aforesaid Land Records: thence leaving said Defense Highway and with the second line of aforesaid conveyance to Parks, North 3 degrees 25' East 455.1' to a pipe now set in the first, or North 48 degree 30' west line of the aforementioned conveyance by Bartgis to Bourne; thence with part of said line, North 48 degree 30' west 163.2' to an original iron pipe; thence with part of the South 44 degree 55' West line of aforementioned conveyance to Bourne, South 44 degrees 55' West 32.22' to a pipe now set; thence leaving the outline with the first line reversely of the conveyance by Elliott J. Bourne and wife to Mrs. Emma Curtis, South 3 degrees 25' West 531.8' to a pipe previously set on the Northmost side of the aforementioned Defense Highway; thence with said side of said Highway, South 86 degree 35' East 150.0' to the place of beginning. Containing 1.76 acres, more or less. Being Lot 10 and part of Lot 11, as shown on an unrecorded plat of Bright Seat lots.

BEING the same tract of ground which by Deed of November 15, 1958 and recorded among the aforesaid Land Records prior to said Mortgage, was conveyed by Frankie Wilson, Trustee, unto the said George W. Brewer.

TERMS OF SALE: A deposit of one thousand dollars ($1,000.00) will be required of the purchaser at time of sale, with interest at six percent (6%) and documentary stamps, taxes to be adjusted to date of sale, balance purchase price upon ratification.

FRANKIE WILSON, Attorney Named in Mortgage
ROBERT H. CAMPBELL, Auctioneer.

O-22

13,7[illegible]

OFFICE F LIBER 121 PAGE 581

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1959

We hereby certify, that the annexed

Mortgage Sale

George W. Brewer

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 October, 1959. The first insertion being made the 1st day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 BY [illegible]

LIBER 121 PAGE 582

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~MSx~~
George W. Brewer,
unmarried

In the

Circuit Court

For

Anne Arundel County

No. 13,429 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. Jacklung
Auditor

December 11, 1959

FILED

DEC 14 AM 9:55

Copy of Order Nisi recei. this 14 day of Dec. 1959 - MARYLAND GAZETTE

The Capital-Gazette Press, Inc.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of George W. Brewer, unmarried

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	227	12	277	12
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	84	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md. -bond premium	30	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Vivian D. Schaumloeffel - notary fees		50	178	05
To Maryland National Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	6,141	40	6,141	40
			6,648	07
Amount of mortgage claim filed	6,376	00		
Cr. Amount allowed above	6,141	40		
Balance subject to decree in personam	234	60		

17

with Frankie Wilson, Attorney named in Mortgage Cr.

1959						
Oct.	23	Proceeds of Sale	6,525	00		
		Interest on deferred payment of $5,525.00 to 12/12/59	45	53	6,570	53
		Refund 1959 State and County taxes - 2 months 8 days	17	18		
		Refund fire insurance premium on policy expiring 3/2/61 - adjusted to 10/23/59	60	36	77	54
					6,648	07

LIBER 121 PAGE 585

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~

George W. Brewer,

unmarried

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,429 Equity.

ORDERED, This 14th day of December, 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 18th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January next.

Filed 14 Dec. 1959, 10:10 A.M.

Margaret T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of January, 1960, 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.

1960 JAN 19 PM 3:03

O. Bowie Duckett

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. 13,429 Equity

In the Matter of the Sale of the Mortgaged Real Estates of GEORGE W. BREWER, unmarried

Ordered, this 14th day of December, 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 18th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk

D-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed

Order Nisi: Eq. 13,429

Auditor Account

George W. Brewer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of January, 1960. The first insertion being made the 17th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 12818 1960 JAN -6 AM 11:

40

LIBER 121 PAGE 587

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	HARFORD COUNTY
CHARLES KENNETH BURR AND JESSIE M. BURR, HIS WIFE	:	(In Equity)

No. 13,221 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 Charles Kenneth Burr and Jessie M. Burr, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1204 folio 220.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1959 MAY -7 PM 3:54

LIBER 121 PAGE 588

LIBER 1204 PAGE 220

MARYLAND

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

MORTGAGE

No. 13,222 Equity

THIS MORTGAGE, made this 13th day of May, A. D. 1958, by and between CHARLES KENNETH BURR and JESSIE M. BURR, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND EIGHT HUNDRED FORTY and 00/100ths Dollars ($ 14,840.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three fourths per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-SEVEN and 42/100ths Dollars ($ 77.42), commencing on the first day of July, 19 58, 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 12, 1988, ~~A.D.~~. 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 as Lot No. 4, Block G, as shown on plat "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Reg. Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. Located in the Third Election District.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Old Orems Building and Development Corporation unto the within named Mortgagors.

FILED

1959 MAY -7 PM 3:54

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

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

Washer

Dryer

Refrigerator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Charles Kenneth Burr [SEAL]
Charles Kenneth Burr

[SEAL]

Jessie M. Burr [SEAL]
Jessie M. Burr

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1204 PAGE 224

I HEREBY CERTIFY, That on this 13th day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared CHARLES KENNETH BURR and JESSIE M. BURR, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

JOHN R. HOLLAND, JR.
Notary Public.

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

Rec'd for record May 15, 1958, at 11:11 A.M.
Mailed to The Colonial Title Guarantee Co

tion No. 47452
by JEM
ed by
Examiner
for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
CHARLES KENNETH BURR AND
JESSIE M. BURR, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

MILITARY AFFIDAVIT

Docket folio

No. 13,221 Equity

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 the City aforesaid, personally appeared **Walter S. Calwell** and made oath in due form of Law the the Defendant **s** **Charles Kenneth Burr and Jessie M. Burr, his wife** against whom foreclosure proceedings **were** instituted **are** not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that **they** ha **ve** not been ordered to report for induction under the Selective Training and Service Act of 1940, that **the y are** not members of the Enlisted Reserve Corps, and ha **ve** not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1959 MAY -7 PM 3:54

6

WALTER S. CALWELL, LIBER 121 PAGE 593 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

CHARLES KENNETH BURR AND

JESSIE M. BURR, HIS WIFE

No. 13,221 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Charles Kenneth Burr and Jessie M. Burr, his wife

to Baltimore Federal Savings and Loan Association

dated the 13th day of May 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1204 Folio 220 .

Amount of Mortgage	$14,840.00
Less - amount paid on principal	- - - - -
	14,840.00
Plus - interest to 6/9/59	722.52
	15,562.52
Plus - overdraft in expense account	94.39
	15,656.91

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 5th day of May 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 Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association

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

WITNESS my hand and Notarial seal.

FILED

1959 MAY -7 PM 3:54

Clara M. Link

Clara M. Link Notary Public

7

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles Kenneth Burr and Jessie M. Burr, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1204 folio 220 (defaut having occurred thereunder) the undersigned, Attorney, will sell at Public Auction, on the premises on

Thurs., June 18, 1959 at 3:10 P.M. (E.D.T.)

All that fee simple lot of ground and improvements situate and lying in the Third Election District of Anne Arundel County, in Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known as Lot No. 4 Block G, as shown on Plat of "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, located on the southerly side of the County Road.

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 consist of a modern detached frame and brick faced, ranch type dwelling containing 5 rooms, 1 bath forced hot air oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. Newell & Co. Inc.
Auctioneer

Ju-11

LIBER 121 PAGE 594 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1959

We hereby certify, that the annexed

Attorney's Sale

Charles Kenneth Burr

Equity No. 13,221

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of June, 1959. The first insertion being made the 21st day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JUN 15 By 1-9 N. Tilghman

Attorney's Bond. I-369

LIBER 121 PAGE 595

298383

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE MD

LIBER 10 PAGE 21

60 JOHN STREET
NEW YORK, N Y.

Equity No. 13,221

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 FIFTEEN THOUSAND, SEVEN HUNDRED AND 00/100 ($15,700.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 15th day of June 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 Charles Kenneth Burr and Jessie M. Burr his wife to the Baltimore Federal Savings & Loan Association bearing date the 13th day of May nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1204, Folio 220, and

is about to sell the land and premises described in said Mortgage/ Lot 4 Block "G" Blossom Hills - Anne Arundel Co Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Witness as to Surety:

M. S. Kraus

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech Attorney-in-Fact

Bond filed and approved this 17th day of June 1959
George T. Cromwell, Clerk

1959 JUN 17 AM 10:15

9

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

Attorney's Sale

OF

VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles Kenneth Burr and Jessie M. Burr, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1204 folio 220 (defaut having occurred thereunder) the undersigned, Attorney, will sell at Public Auction, on the premises on

Thurs., June 18, 1959 at 3:10 P.M. (E.D.T.)

All that fee simple lot of ground and improvements situate and lying in the Third Election District of Anne Arundel County, in Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known as Lot No. 4 Block G, as shown on Plat of "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, located on the southerly side of the County Road.

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 consist of a modern detached frame and brick faced, ranch type dwelling containing 5 rooms, 1 bath forced hot air oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. Newell & Co. Inc.
Auctioneer

Ju-11

LIBER 121 PAGE 596

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES KENNETH BURR AND JESSIE M. BURR, HIS WIFE	:	(In Equity)

Equity No. 13.221

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 13th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1204 folio 220 from said Charles Kenneth Burr and Jessie M. Burr, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and aproved, 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 18th day of June, 1959 at 3.10 P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being lot No. 4, Block G, as shown on Plat of Blossom Hills, Section 1, Amended and Section 2nd dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1959 JUN 20 AM 11:02

10

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twelve Thousand nine Hundred ($12,900.00) 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 **19th** 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 Walter S. Calwell, **Attorney Named in Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link
Clara M. Link, Notary Public

LIBER 121 PAGE 598

ORDER NISI

Walter S. Calwell, Attorney
Named in Mortgage

versus

Charles Kenneth Burr and
Jessie M. Burr, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,221 Equity

Ordered, this 20th day of June, 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 27th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sale was $ 12,900.00

True Copy,

Geary T. Cromwell Clerk.

FILED
1959 JUN 20 AM 11:02

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell, Attorney
Named in Mortgage

versus

Charles Kenneth Burr and
Jessie M. Burr, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of July, 1959 that the sale made and reported by the 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 JUL 31 AM 11:26

12

LIBER 121 PAGE 599 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. 13221

Charles Kenneth Burr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of July, 1959. The first insertion being made the 25th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By: Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,221 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
CHARLES KENNETH BURR and JESSIE M. BURR, his wife

Ordered, this 20th day of June, 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 27th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sale was $12,900.00

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

Filed
1959 JUL 29 PM 3 50

No. M. G. 9137

13

LIBER 121 PAGE 600

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

Charles Kenneth Burr
and
Jessie M. Burr, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,221 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. Jacklung
Auditor.

November 7, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage Vs. Charles Kenneth Burr and Jessie M. Burr, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	419	78	469	78
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	62	80		
E.T. Newell &Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	14	30		
Clara M. Link - notary fees	1	25	179	26
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,366	85	12,366	85
			13,071	89
Amount of mortgage claim filed	15,656	91		
Interest on principal balance of $14,800. from 6/9/59 to 6/18/59 - 9 days @ 4-3/4%	17	63		
	15,674	54		
Cr. Amount allowed above	12,366	85		
Balance subject to decree in personam	3,307	69		

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

1959					
June	18	Proceeds of Sale	12,900	00	
		Interest on deferred payment to 8/1/59	92	63	12,992 63
		Refund 1959 State and County taxes ($148.73) - 6 months 12 days	79	26	79 26
					13,071 89

LIBER 121 PAGE 603

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Charles Kenneth Burr

and

Jessie M. Burr, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,221 Equity.

1959 DEC 12 AM 11:43

ORDERED, This 12th day of December, 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 18th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of January, 19 60, 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.

1960 JAN 19 PM 3:(illegible)

D. Barri Duckett

Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,221 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
CHARLES KENNETH BURR and
JESSIE M. BURR, his wife

Ordered, this 12th day of December, 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 18th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed Order Nisi - Eq. 13,221 Auditor Account

Charles Kenneth Burr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of January, 1960. The first insertion being made the 17th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 12820 1960 JAN -6 AM 11:00 By H. Tilghman

18