LIBER 122 PAGE 1

| | | |
|---|---|---|
| LOUIS M. STRAUSS,<br>124 South Street,<br>Annapolis, Maryland<br>Assignee | : | IN THE |
| | : | CIRCUIT COURT |
| vs: | : | FOR |
| | : | ANNE ARUNDEL COUNTY |
| JOHN S. MARTIN and<br>EUNICE M. MARTIN, his wife, | : | EQUITY NO. 13,309 |
| T/A THE MARTIN CONSTRUCTION CO. | : | |

: : : : :

ORDER TO DOCKET FORECLOSURE AND EXHIBITS

Mr. Clerk:

Please docket above styled foreclosure suit, the copy of original mortgage and assignment thereof.

Louis M. Strauss, Assignee

STATEMENT OF CLAIM

| | |
|---|---|
| To principal balance secured by mortgage dated June 11, 1958, and recorded in G.T.C. No. 1211, folio 541 | $2,250.00 |
| To interest from June 11, 1958 at 6% (13 months) | 146.25 |
| Balance due | $2,396.25 |

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 6th day of July, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Assignee, and made oath in due form of law that the aforegoing account is true and that the said John S. Martin and Eunice M Martin is not subject to the U.S.Selective Service Act or the Soldiers' and Sailors Civil Relief Act as amended.

Witness my hand and Notarial seal.

Mildred F. Bean - Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1959 JUL -6 PM 3:21

LIBER 122 PAGE 2

LIBER 1211 PAGE 541

TITLES INSURED
by
KANSAS CITY TITLE INSURANCE
#4598 COMPANY

Equity No. 13,309

**This Mortgage**, Made this 11th day of June in the year one thousand nine hundred and fifty-eight between JOHN S. MARTIN and EUNICE M. MARTIN, Trading As THE MARTIN CONSTRUCTION COMPANY,
of Anne Arundel County , State of Maryland, hereinafter sometimes called the Mortgagor;

and DAVID J. GITOMER and DORA F. GITOMER, His Wife,

hereinafter sometimes called the Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 ----------
----------($2,250.00 ) Dollars for money this day loaned by the said Mortgagee unto the said Mortgagor, which said sum having been used as part of the purchase price for the property hereinafter described the said Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of six per centum ( 6% ) per annum in the following manner and time:

INTEREST ONLY, on the aforesaid sum shall be payable monthly until the first day of June, 1959; at which time the entire unpaid principal balance shall become due and payable.

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee in Baltimore City, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate in the Anne Arundel County in the State of Maryland, and described as follows, viz:

BEING known and designated as Lot 10, Laurel Lane as shown on Plat entitled "Section Two, Ben Oaks On The Severn", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 28, folio 49.

BEING the same lot of ground which by Deed of even date herewith recorded or intended to be recorded immediately prior hereto was granted and conveyed by David J. Gitomer and wife unto the Mortgagers herein.

FILED

1959 JUL -6 PM 3:11

No Stamps

It is the intention and it is hereby agreed that any right, title, interest or estate, in the above described property acquired by the Mortgagor after date hereof shall be as fully embraced within the provisions hereof, and subject to the lien hereby created as if said right, title, interest or estate, was now owned by the Mortgagor and was so specifically described herein and conveyed hereby.

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

Also Together with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, equipment and accessories, breakfast nook furniture, which is attached to or affixed to the dwelling house, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, built in medicine cabinets, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units piping, tubing, and motors used in connection therewith, screens, screen doors and window shades all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

To Have and to Hold the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns in FEE SIMPLE FOREVER.

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

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

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or , its duly authorized Attorney, after any

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

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

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

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

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

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

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

IN WITNESS WHEREOF the said

the day and year first herein written.

WITNESS:

WILLIAM G. KEARNEY

JOHN S. MARTIN (SEAL)

(SEAL)

EUNICE M. MARTIN (SEAL)

(SEAL)

LIBER 122 PAGE 5

LIBER 1211 PAGE 544

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11th day of June, in the year one thousand nine hundred and fifty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN S. MARTIN and EUNICE M. MARTIN, Trading As THE MARTIN CONSTRUCTION COMPANY,

the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their act.

And at the same time also appeared WILLIAM E. DIXON, Agent of DAVID J. GITOMER and DORA F. GITOMER, His Wife the within named Mortgagee, and acting for and on behalf of the said Mortgagee made oath in due form of law that the consideration therein set forth is true and bona fide and that he is agent of said body corporate, duly qualified to make this oath.

WITNESS my hand and Notarial Seal the day and year last above written.

William G. Kearney
Notary Public.

Rec'd for record June 14 1958 at 10.42 A.M. 1250
Mailed to The Monumental Title Co.

WILLIAM G. KEARNEY
Ast

1959 JUL -6 PM 2 43
LIBER 1211 FOLIO 544
GEO. ... CLERK
100R

MORTGAGE
FROM
John S. Martin, &
EUNICE M. MARTIN, H/W, T/A
the MARTIN Construction Co.
To
DAVID J. GITOMER, &
DORA F. GITOMER, H/W

Block No. _____

Received for Record _____ 19 _____

at _____ o'clock _____ M. Same day recorded

in Liber _____ No. _____ Folio _____ &c.

one of the Land Records of _____ and examined per _____, Clerk.

Cost of Record, $ 12.40

THE MONUMENTAL TITLE CO.
210 N. Calvert Street
Baltimore 2, Md.

For Value Received we hereby assign the within mortgage and debt thereby secured to and unto Louis M Strauss for the purpose of foreclosure.

WITNESS our hands and seals this 6th day of July, 1959

Dora F. Gitomer (SEAL)
~~E David J Gitomer~~
~~Dora F Gitomer~~

Witness: Marie G. Schwartz
MARIE G. SCHWARTZ

LIBER 122 PAGE 6

LIBER 10 PAGE 60

# GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK : A NEW YORK CORPORATION

A STOCK COMPANY

**BOND** No. 13,309 Equity

**KNOW ALL MEN BY THESE PRESENTS: That we,** Louis M. Strauss

**as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of - - - - - - - -** Three Thousand Dollars ($3,000.00) **- - - - - - - - - - - - - - - - - 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** 31st **day of** July , 1959.

**WHEREAS by virtue of a power of sale contained in a Mortgage from** John S. Martin and Eunice M. Martin T/A The Martin Construction Company **/ to** David J. Gitomer and Dora F. Gitomer, his wife **- - - - - - - - - - - - - - - - - - - -, bearing date on or about the** 11th **day of** June , 1958, **the said** Louis M. Strauss **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** Louis M. Strauss **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:**

Louis M. Strauss (SEAL)

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

Louis M. Strauss, PRINCIPAL

**GLOBE INDEMNITY COMPANY, a body corporate**

By John H. Hopkins, IV

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

**SURETY**

Bond Filed and Approved
This 31st Day of July 1959
Geo. T. Cromwell, Clerk

FILED
1959 JUL 31 AM 11:32

6

LOUIS M. STRAUSS, SOLICITOR
Annapolis, Maryland

# Assignee's Sale

## OF VALUABLE LOT OF GROUND

LOCATED ON LAUREL LANE, "SECTION TWO, BEN OAKS ON THE SEVERN" AND PARTIALLY COMPLETED SPLIT LEVEL HOUSE, IN THE THIRD ELECTTION DISTRICT OF ANNE ARUNDEL COUNTY MARYLAND.

Under and by virtue of the powers contained in a mortgage dated June 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1211, folio 541, default having occurred under the terms of said mortgage and debt thereby secured, and said mortgage having been duly assigned to the undersigned for foreclosure; I, the undersigned, will offer for sale and sell at the Court House Door, Annapolis, Maryland, on

**Friday, July 31st, 1959 at 2 P. M. (D. S. T.)**

all that lot of ground known and designated as Lot No. 10, on Laurel Lane, as shown on Plat entitled "Section Two, Ben Oaks on the Severn, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 28, folio 49.

BEING the same lot of ground conveyed to John S. Martin and Eunice M. Martin, his wife, by David J. Gilomer and wife, by deed dated June 11th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1211, folio 539. Said lot of ground being improved by a partially completed split level home, containing 6 rooms, bath and auxiliary room which is about 75 per cent completed.

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

For further particulars apply to undersigned, 124 South Street, Annapolis, Maryland.

LOUIS M. STRAUSS, Assignee
Jy-24

LIBER 122 PAGE 7 OFFICE

# Evening Capital

Published by 13,309 r

THE CAPITAL-GAZETTE PRESS, INC. Equity

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1959

We hereby certify, that the annexed Assignee's Sale Ben Oaks on "The Severn," John S. Martin.

was published in

## Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of July, 1959. The first insertion being made the 10th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 AUG 3 1959 By H. Fitzhman

# AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 4th day of August, 1959, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Louis M Strauss, Assignee

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.)

Defendant John S Martin Retired Builder and Contractor — in Civilian Life over 50 yrs of Age

Eunice M Martin, Housewife over 45 — Both live at Whitneys Landing Anne Arundel County

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 4th day of August, 1959.

Notarial Seal

Mildred F. Bean
*Notary Public*

My Commission will expire on:
May 1, 1960.

Filed,

FILED
1959 AUG -4 PM 3:57

8

| | | |
|---|---|---|
| Louis M. Strauss,<br>124 South Street,<br>Annapolis, Maryland,<br>Assignee | : | IN THE |
| | : | CIRCUIT COURT |
| vs. | : | FOR |
| | : | ANNE ARUNDEL COUNTY |
| John S. Martin and<br>Eunice M. Martin, his wife<br>Ben Oaks on the Severn,<br>Anne Arundel County, Md. | : | NO. 13,309 EQUITY |

: : : : :

REPORT OF SALE

The report of Louis M. Strauss, Assignee of mortgage in these proceedings, respectfully represents:

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital-Gazette, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 31st day of July, 1959, at 2 P.M. (D.S.T.) and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Twenty-one Hundred (2,100.00) Dollars, to and unto the said David J. Gitomer; subject to the balance due on a first mortgage or deed of trust dated the 11th day of June, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1211, folio 533, originally in the amount of Thirteen Thousand Five Hundred (13,400.00) Dollars, which said balance as a date of sale was Ten Thousand Four Hundred Eleven Dollars and Seventy-one Cents ($10,411.71) including interest through July 31st, 1959, and said Deed of Trust has been duly assigned to the First Federal Savings and Loan Association, 250 S. Washington Street, Baltimore, Maryland.

Respectfully submitted,

Louis M. Strauss, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 4th day of August, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Assignee of mortgage,

FILED 1959 AUG -4 PM 3:57

and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial seal.

Mildred F. Bean

Mildred F. Bean - Notary Public

LIBER 122 PAGE 11

# ORDER NISI

LOUIS M. STRAUSS, Assignee

versus

JOHN S. MARTIN and

EUNICE M. MARTIN, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,309 Equity

Ordered, this 4th day of August, 19 59, That the sale of the property in these proceedings mentioned made and reported by LOUIS M. STRAUSS, Assignee

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

The report states that the amount of sale was $ 2,100.00

George T. Cromwell, Clerk Clerk.

True Copy,

Filed 4 August 1959, 3:57 P.M.

TEST: _____ Clerk.

(Final Order)

LOUIS M. STRAUSS, Assignee

versus

JOHN S. MARTIN and

EUNICE M. MARTIN, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 15th day of September, 1959 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 SEP 16 AM 9:46

11

LIBER 122 PAGE 12 OFFICE OF

# 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. 13,309 Equity
LOUIS M. STRAUSS, Assignee
versus
JOHN S. MARTIN and
EUNICE M. MARTIN, his wife

Ordered, this 4th day of August, 1959. That the sale of the property in these proceedings mentioned made and reported by LOUIS M. STRAUSS, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of September next.

The report states that the amount of sale was $2,100.00.

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

s-3

## CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,309

Sale

John S. Martin

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.

By H. Tilghman

FILED

No. M. G. 10492 1959 SEP 10 PM 1:19

12

*In the Case of*

Louis M. Strauss,
Assignee

VS.

John S. Martin and
Eunice M. Martin, his wife,
T/A

The Martin Construction Co.

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,309 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 12, 1959

Laura K. Jacklung
Auditor.

FILED
1959 NOV 13 PM 2:08

13

Dr. Louis M. Strauss, Assignee vs. John S. Martin and Eunice M. Martin, his wife, T/A The Martin Construction Co. in ac.

| | | | | |
|---|---|---|---|---|
| To Assignee for Commissions, viz: | 96 | 00 | 96 | 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 | 45 | 93 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| Globe Indemnity Co. - bond premium | 12 | 00 | | |
| Robert H. Campbell - auctioneer's fee | 35 | 00 | | |
| Clerk of Court - recording assignment | 1 | 00 | | |
| One-half Federal documentary stamps | 1 | 38 | | |
| One-half State documentary stamps | 2 | 75 | | |
| Mildred F. Bean - notary fees | 1 | 50 | 126 | 56 |
| To Assignee for Taxes, viz: 1959 State and County taxes ($27.55) - 7 months | 16 | 06 | 16 | 06 |
| To David J. Gitomer and Dora F. Gitomer, his wife - this balance on account mortgage claim | 1,809 | 88 | 1,809 | 88 |
| | | | 2,100 | 00 |
| Amount of mortgage claim filed | 2,396 | 25 | | |
| Cr. Amount allowed above | 1,809 | 88 | | |
| Balance subject to decree in personam | 586 | 37 | | |

with Louis M. Strauss, Assignee Cr.

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| July | 31 | Proceeds of Sale | 2,100 00 | 2,100 00 |
| | | | | 2,100 00 |

LIBER 122 PAGE 16

***ORDER NISI***

Louis M. Strauss,
Assignee

VERSUS

John S. Martin and
Eunice M. Martin, his wife,
T/A
The Martin Construction Co.

**In the**

# CIRCUIT COURT

**For**

## ANNE ARUNDEL COUNTY

No. 13,309 Equity.

**ORDERED,** This 13th 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

***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.

FILED

1959 DEC 22 PM 4:02

O. Bowie Duckett

LIBER 122 PAGE 17 OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,309 Equity
LOUIS M. STRAUSS, Assignee
vs.
JOHN S. MARTIN and
EUNICE M. MARTIN, his wife,
T/A/ The Martin Construction Co.

Ordered, this 13th 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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,309
Auditor Account
John S. Martin

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 W. Tilghman

No. M.C. 25330

17

Equity No. 13,231

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| LAWRENCE HOWARD SCHOENWALD AND<br>SUSAN C. SCHOENWALD, HIS WIFE | : | (In 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 said Lawrence Howard Schoenwald and Susan C. Schoenwald, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 99.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1959 MAY 12 PM 12:32

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 122 PAGE 19
LIBER 1166 PAGE 99

MARYLAND

# MORTGAGE

Equity No. 12,231

THIS MORTGAGE, made this 13th day of November, A. D. 19 57, by and between LAWRENCE HOWARD SCHOENWALD and SUSAN C. SCHOENWALD, 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 FIFTEEN THOUSAND THREE HUNDRED FIFTY-FIVE Dollars ($ 15,355.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum ( 4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-SEVEN and 81/100 Dollars ($ 77.81 ), commencing on the first day of January, 1958, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable ~~xxxxxxxxxxxxxxxx~~ November 12, 1987 ~~xxxxx~~. 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 conditien 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 Third Election District of Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 17 in Block A, as shown on a Plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, 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 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 said Mortgagors herein.

FILED

1959 MAY 12 PM 12:32

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

10—49890-8

2

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:

| | |
|---|---|
| Norge Refrigerator | $200.00 |
| Norge Washer | $140.00 |
| Norge Dryer | $135.00 |

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

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

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

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

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

John R. Holland, Jr.

JOHN R. HOLLAND, JR.

Lawrence Howard Schoenwald [SEAL]
LAWRENCE HOWARD SCHOENWALD

[SEAL]

Susan C. Schoenwald [SEAL]
SUSAN C. SCHOENWALD

[SEAL]

---

STATE OF MARYLAND, BALTIMORE CITY to wit: LIBER 1166 PAGE 103

I HEREBY CERTIFY, That on this 13th day of November, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared LAWRENCE HOWARD SCHOENWALD and SUSAN C. SCHOENWALD, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

John R. Holland, Jr.
JOHN R. HOLLAND, JR. *Notary Public.*

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

Application No. 46065 Examined
Written by
Approved by
Ready for Record

Rec'd for record Nov. 14 1957 at 2:45 P.M.
Mailed to The Colonial Title Insurance Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

LAWRENCE HOWARD SCHOENWALD AND
SUCAN C. SCHOENWALD, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Equity No. 13,251

MILITARY AFFIDAVIT

Docket 18 folio 157

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th 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 Defendants Lawrence Howard Schoenwald and Susan C. Schoenwalt, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1959 MAY 12 PM 12:32

6

BALTIMORE FEDERAL SAVINGS AND

LOAN ASSOCIATION

VS.

LAWRENCE HOWARD SCHOENWALD AND

SUSAN C. SCHOENWALD, HIS WIFE

IN THE

LIBER 122 PAGE 24

CIRCUIT COURT FOR ANNE ARUNDEL

IN EQUITY

Equity No. 12,231

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Lawrence Howard Schoenwald and Susan C. Schoenwald, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **13th** day of **November** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1166** Folio **99** .

| | |
|---|---|
| **Amount of Mortgage** | **$15,355.00** |
| **Less - amount paid on principal** | **101.75** |
| | **15,253.25** |
| **Plus interest to 6/11/59** | **764.61** |
| | **16,017.86** |
| **Plus - overdraft in expense account** | **133.93** |
| | **16,151.79** |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **8th** 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 **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

AS WITNESS my hand and Notarial seal.

FILED

1959 MAY 12 PM 12:32

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 Lawrence Howard Schoenwald and Susan C. Schoenwald, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 99 (default have occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Thurs., June 18, 1959 at three 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. 17 Block A, 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 northwesterly side of Park Avenue.

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 one story 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 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 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

8

LIBER 122 PAGE 25
OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1959

We hereby certify, that the annexed

Attorney's Sale

Lawrence Howard Schoenwald
13, 231

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.

1959 JUN 15 By W. S. Wilkinson

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

LIBER 122 PAGE 26

LIBER 10 PAGE 22
298384

# NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 13,231

## Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal, 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 SIXTEEN THOUSAND, TWO HUNDRED AND 00/100 ($16,200.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 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 Lawrence Howard Schoenwald and Susan C. Schoenwald, his wife to the Baltimore Federal Savings & Loan Association bearing date the 13th day of November nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1166, Folio 99, and

Lot 17 Block "A" 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

~~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~~ 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 Jun 1959
George T. Cromwell, Clerk

FILED
JUN 17 AM 10:45

9

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

# Attorney's Sale

## OF VALUABLE FEE SIMPLE PROPERTY

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**Thurs., June 18, 1959 at three 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:

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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 one story 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 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 and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. Newell & Co. Inc.,
Auctioneer

Ju-1

LIBER 122 PAGE 27

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| VS. | : | FOR |
| LAWRENCE HOWARD SCHOENWALD AND SUSAN C. SCHOENWALD, HIS WIFE | : | ANNE ARUNDEL COUNTY (In Equity) |

Equity No. 13,231

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 99 from said Lawrence Howard Schoenwald and Susan C. Schoenwald, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne 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 18th day ofJune, 1959 at three P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne ArundelCounty being known and designated as Lot No. 17 in Block A, as shown on a Plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, 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 attached advertisement of sale and in the aforementioned Mortgage.

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.

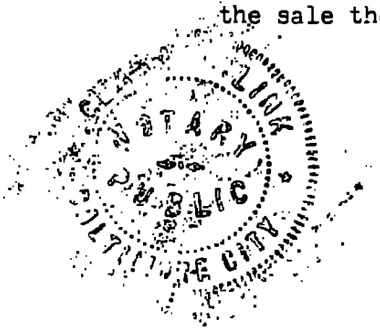
The said property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirteen Thousand three Hundred ($13,300.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 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

11

LIBER 122 PAGE 29

# ORDER NISI

Walter S. Calwell, Attorney
Named in Mortgage

versus

Lawrence Howard Schoenwald and
Susan C. Schoenwald, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,231 Equity

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 $13,300.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 JUN 20 AM 11:02

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell, Attorney
Named in Mortgage

versus

Lawrence Howard Schoenwald and
Susan C. Schoenwald, 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 A. Evans
JUDGE.

FILED
1959 JUL 31 AM 11:36

12

LIBER 122 PAGE 38 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 13231

Lawrence Howard Schoenwald

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 Yates

**Order Nisi**

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,231 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
LAWRENCE HOWARD SCHOENWALD and
SUSAN C. SCHOENWALD, 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 $13,300.00

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

No. M. G. 9139

1959 JUL 29 PM 3:50

13

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
vs.
Lawrence Howard Schoenwald
and
Susan C. Schoenwald, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,231 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.

December 8, 1959

Laura K. Goldsborough
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Lawrence Howard Schoenwald and Susan C. Schoenwald, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 311 | 87 | 361 | 87 |
| 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 | 64 | 80 | | |
| E.T. Newell & Co.,Inc. -auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 7 | 43 | | |
| One-half State documentary stamps | 14 | 85 | | |
| Clara M. Link - notary fees | 1 | 25 | 182 | 09 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 12,886 | 09 | 12,886 | 09 |
| | | | 13,486 | 05 |
| Amount of mortgage claim filed | 16,151 | 79 | | |
| Interest on principal balance of $15,253.25 from 6/11/59 to 6/18/59 at 4½% - 7 days | 13 | 36 | | |
| | 16,165 | 15 | | |
| Cr. Amount allowed above | 12,886 | 09 | | |
| Balance subject to decree in personam | 3,279 | 06 | | |

15

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

| 1959 | | | | | | | |
|---|---|---|---|---|---|---|---|
| June | 18 | Proceeds of Sale | 13,300 | 00 | | | |
| | | Interest on deferred payment to 7/31/59 | 95 | 51 | 13,395 | 51 |
| | | Refund 1959 State and County taxes - 6 months 12 days | 90 | 54 | 90 | 54 |
| | | | | | 13,486 | 05 |

LIBER 122 PAGE 34

**ORDER NISI**

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

1959 DEC 12 AM 11:33

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Lawrence Howard Schoenwald

and

Susan C. Schoenwald, his wife

No. 13,231 Equity.

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, 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 3:13

O. Bowie Duckett

Judge

17

LIBER 122 PAGE 35 OFI E OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,231 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
LAWRENCE HOWARD SCHOENWALD and
SUSAN C. SCHOENWALD,
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 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. 13,231 Auditor Account Lawrence Howard Schoenwald

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.

No. M.G. 12819 1960 JAN -6 [illegible] By H. Tilghman

18

| | | |
|---|---|---|
| EVELYN M. FINKNER, Guardian of George Edward Finkner, Jr., infant 5498 Oakland Road Baltimore County, Maryland | * | IN THE |
| vs. | * | CIRCUIT COURT |
| GEORGE EDWARD FINKNER, JR., Infant Born October 8, 1947 5498 Oakland Road Baltimore County, Maryland | * | OF ANNE ARUNDEL COUNTY |

No. 13,313 Equity

* * * * * * * *

PETITION TO SELL PROPERTY OF INFANT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioner, Evelyn M. Finkner, by her solicitors, Sheldon H.Braiterman and Benjamin Bronstein, as Guardian of George Edward Finkner, Jr., an infant, born October 8, 1947, respectfully represents:

1. That she was appointed Guardian of said infant by an Order of the Orphan's Court of Baltimore County, passed on the 7 day of July, 1959, and she files herewith, as part hereof, a certified copy of her Letters of Guardianship, marked "Plaintiff's Exhibit No. 1".

2. That by Deed dated April 27, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1023, folio 56, James A. Smith and Dora L. Smith, his wife, did grant and convey unto George E. Finkner, his heirs and assigns in fee simple all that lot of ground in the Fifth District of Anne Arundel County, located on Hanover and Ridge Roads, and more particularly described in said Deed hereinabove described, a certified copy of which is marked "Plaintiff's Exhibit No. 2", is filed herewith.

3. That the said George Edward Finkner, deceased, was divorced a vinculo matrimonii from his wife, Evelyn M. Finkner,

1959 JUL 9 PM 2:13

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

your Petitioner, by the Circuit Court for Baltimore County on 24 day of April, 1956, a certified copy of said decree marked "Plaintiff's Exhibit No. 3", is filed herewith and made part hereof.

4. That the said George Edward Finkner seized of the aforesaid property in fee simple departed this life in Baltimore County intestate on September 12, 1958, and Letters of Administration were granted on his estate by the Orphans Court of Baltimore County unto your Petitioner, Evelyn M. Finkner, Administrator, the mother of said infant, and a certified copy of said Letters of Administration are filed herewith, marked "Plaintiff's Exhibit No. 4, and made part hereof.

5. That at the time of the death of said George Edward Finkner, his only heir at law and next of kin was his son, George Edward Finkner, Jr., an infant, born October 8, 1947, so that at the time of his death intestate, the title to the aforesaid fee simple premises in Anne Arundel County devolved solely upon the said infant, George Edward Finkner, Jr., as his only heir at law. The said infant is seized and possessed of no other real property.

6. That the aforesaid fee simple property has deteriorated considerably and is badly in need of repairs; is unproductive of adequate revenue and because of the possibility or present demand for property of this type producing a substantial and high sale price, it would be for the benefit and advantage of said infant to sell the aforesaid property and to invest the proceeds thereof in some good and well-secured investment for the benfit of said infant. Said property has been rented intermittently for eighty-five ($85.00) dollars a month, but monthly mortgage payments to Leeds Federal Building & Loan Association amount to



LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

eighty-five ($85.00) dollars a month. Tobe attractive to a good tenant, considerable repairs would be required.

TO THE END THEREFORE:

1. That your Petitioner prays this Honorable Court to pass an Order authorizing your Petitioner to make sale of aforesaid fee simple premises under authority and subject to approval of this Honorable Court in accordance with the established practice and procedure in such cases.

AND, AS IN DUTY BOUND, etc.

Sheldon H. Braiterman

Evelyn M. Finkner, Petitioner

Benjamin Bronstein

Attorneys for Petitioner
916 Munsey Building
Baltimore 2, Maryland
SAratoga 7-1664

STATE OF MARYLAND,

COUNTY OF BALTIMORE, ss:

Personally appeared EVELYN M. FINKNER, Petitioner named in the aforegoing, and being sworn according to law, did dispose and say that the matters and things set forth in the aforegoing Petition are true to the bestof her knowledge, information and belief.

As witness my hand and Notarial Seal this 9 day of July, 1959.

BENJAMIN BRONSTEIN NOTARY PUBLIC Baltimore, Maryland

Notary Public

Exhibit #1

LIBER 122 PAGE 39

# In the Orphans' Court of Baltimore County

## Letters of Guardianship

ON APPLICATION, the Orphans' Court of Baltimore County, on this 7th day of July nineteen hundred and fifty - nine, appoints Evelyn M. Finkner

Guardian to George Edward Finkner, Jr.

~~XXXXX~~n. minor child of George E. Finkner father deceased

Evelyn M. Finkner mother living

And the said Evelyn M. Finkner

being here present accepts of said guardianship and offers Standard Accident Insurance Company

as his surety in the amount of ONE THOUSAND dollars ($ 1000.00

for the faithful performance of his duty Guardian to the said ward which are approved by the said Orphans' Court of Baltimore County and bond ordered to be executed accordingly.

TEST: Joseph P. Connor
Register of Wills for Baltimore County.

By C. D. Rathmell Jr. Deputy Register

Chapter 839
Acts of 1945

Examiner's Exh. #3
Finkner vs. Finkner
#13,313 Equity
Malcolm Smith Examiner

FILED
1959 JUL -9 PM 2:10

Refiled 1959 Aug. 13

4

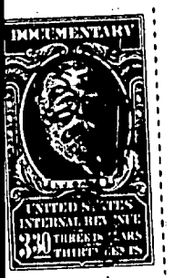
Exhibit # 2

LIBER 122 PAGE 40

LIBER 1023 PAGE 56

THIS DEED, Made on this 27th day of April in the year one thousand nine hundred and fifty-six, by and between James A. Smith, Jr. and Dora L. Smith, his wife, parties of the first part and George E. Finkner, party of the second part, all of Anne Arundel County, State of Maryland.

WITNESSETH, That for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all those lots of ground situate in Anne Arundel County, State of Maryland and described as follows:



First Description - BEGINNING for the same at a point at the end of the second line of the whole tract of which the lot herein conveyed is a part and running thence south 64° 15' east 1406 feet to the center of the Ridge Road thence binding thereon south 01° 30' east 142 feet to the center of the Hanover Road thence running along the center of said Hanover Road north 73° 30' west 750 feet to a stone thence north 47° 15' west 708 feet to a point still in the center of the said Ridge Road and striking a point in the second line of the whole tract of which this is a part thence north 18° 30' east about 70 feet more or less to the place of beginning and containing 6.16 acres of land, more or less, as shown by a plat of said property made by L. Haues, Surveyor, on February 14, 1921.

Saving and Excepting all those two lots or parcels of ground conveyed off by the following named deeds (1) Deed from James A. Smith and Catherine F. Smith, his wife, to Florence W. Jahnigen and William F. Jahnigen, her husband, dated September 14, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 383, folio 200 and therein said to contain 2 acres of land (2) Deed from Catherine F. Smith, widow, to Joseph Paul Mickanis and Mildred F. Mickanis, his wife, dated May 7, 1947 and recorded among the Land Records of said Anne Arundel County in Liber J.H.H. No. 404, folio 414, and therein said to contain 1.59 acres of land.

BEING the same lot of ground and premises which, by deed dated January 22, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 509, folio 14 etc., was granted and conveyed by Catherine F. Smith, widow,

examiner's Exh. #1
Finkner vs. Finkner
#13,313 Equity
Mabel Smith, Examiner

FILED
1959 JUL -9 PM 3:10

Refiled 1959 Aug. 13

unto James A. Smith, Jr. and Dora L. Smith, his wife, the Grantors herein.

Second Description - BEGINNING for the same at a concrete post on the northwest side of the Ridge Road which is south 11° west 420.75 feet from an iron pin on the northwest side of Ridge Road at the School House, said concrete post being the beginning of that parcel of land described in a deed dated April 12, 1927 from Milton L. Oden and Florence E. Oden to Thomas J. Doyle and wife, recorded among the Land Records of Anne Arundel County F. S. R. No. 13, folio 53, thence running with part of the first line of said parcel of land north 63° 45 minutes west 734.2 feet to a concrete post thence leaving said first line and running the new courses and distances first north 11° east 75 feet to a concrete post; second - south 63° 45 minutes east 734.2 feet to a concrete post on the northwest side of Ridge Road, thence with the northwest boundary of said Ridge Road south 11 degrees west 75 feet to the place of beginning. Containing 1 and 23/100 acres of land more or less.

Saving and Excepting all that lot of ground said to contain 0.252 acres of land, more or less, which was granted and conveyed by deed dated June 1, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 588, folio 74 etc., from James A. Smith, Jr., et al unto Albert H. Seligman and wife.

BEING the same lot of ground and premises which, by deed dated January 14, 1937 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 168, folio 10 etc., was granted and conveyed by Thomas J. Doyle and wife unto James A. Smith, Jr., one of the Grantors herein.

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 aforesaid lot of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second, his heirs and assigns, in fee simple.

AND the said parties of the first part hereoy covenant that they have not done or suffered to be done any act, matter or thing whatsoever; to encumber the property conveyed; that they will warrant specially the property granted;

and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said grantors.

Test:

James A. Smith, Jr. (SEAL)

Edward J. Brannan

Dora L. Smith (SEAL)

Edward J. Brannan DORA L. SMITH

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of April in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared James A. Smith, Jr. and Dora L. Smith, his wife, the within named grantors, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged that they executed the same for the purposes therein contained and further acknowledged the said instrument to be their act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal.

Edward J. Brannan

Edward J. Brannan, Notary Public.

Rec'd for record May 2 1956, at 12:18 PM.
Mailed to Edward J Brannan

LIBER 122 PAGE 43

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. T. C. No. 1023 Folio 56, 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 26th day of June, A. D., 1959.

George T. Cromwell. CLERK.

GEORGE T. CROMWELL

8

Exhibit #3

LIBER 122 PAGE 44

# Decree of Divorce

EVELYN M. FINKNER

VS.

GEORGE E. FINKNER

NO. 37122 EQUITY

**IN THE CIRCUIT COURT**

**FOR**

**BALTIMORE COUNTY, MARYLAND**

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

WHEREUPON IT IS ORDERED, This 24th day of April Nineteen Hundred and Fifty-Six, bythe undersigned, one of the Judges of the Circuit Court for Baltimore County, sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above named plaintiff, Evelyn M. Finkner be and she is hereby divorced "A VINCULO MATRIMONII" from the defendant, the said George E. Finkner.

AND it is further Adjudged, Ordered and Decreed that the care and custody of George E. Finkner, Jr., minor child of the parties hereto, now eight years of age, be awarded to the Complainant, Evelyn M.Finkner, with the right of the Defendant, George E. Finkner to visit said child at reasonable times; subject, however to the further Order of Court.

AND it is further Adjudged, Ordered and Decreed that the Defendant, George E. Finkner, pay unto the Complainant, Evelyn M. Finkner, the sum of Fifteen Dollars, ($15.00) per week for the support and maintenance of said minor child; subject, however, to the further Order of Court.

**And It Is Further Adjudged, Ordered and Decreed,** that the plaintiff Evelyn M. Finkner pay the cost of these proceedings.

JOHN B. GONTRUM

**State of Maryland, Baltimore County, to wit:**

I HEREBY CERTIFY, That the aforegoing is a true copy taken from the Original Decree of Divorce filed April 24th 1956.

Examined Exh #4
Finkner vs. Finkner
#13,313 Equity
Malcolm Smith
Examiner

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County, this 25th day of April, A. D. 1956.

George L. Byerly
Clerk of the Circuit Court for Baltimore County.

FILED
1959 JUL -9 PM 2:10

Refiled 1959 Aug. 13

9

Exhibit #4

LETTERS OF ADMINISTRATION LIBER 122 PAGE 45 Form 111—3-1-57—500

MARYLAND, SCT.

# THE STATE OF MARYLAND

**To all Persons to Whom these Presents shall come—Greeting:**

Know ye, that GEORGE E. FINKNER SR.

late of Baltimore County, deceased, hath died Intestate — and Administration of all the goods, chattels, credits, and Personal Estate of said Deceased, is hereby granted and committed unto

EVELYN M. FINKNER

who was appointed Administrat rix of the said deceased.

Examiner's Exh #2
Finkner vs. Finkner
#12,313 Equity
Malcolm [illegible]
Examiner

WITNESS, SAMUEL A. GREEN Esq.,
Chief Justice of the Orphans' Court of Baltimore County,
this 25th day of September
in the year nineteen hundred and fifty-eight
TEST:

Jos. P. Connor
Register of Wills for Baltimore County.

FILED
1959 JUL -9 PM 2:10

10

Refiled 1959 Aug. 13

| | | |
|---|---|---|
| EVELYN M. FINKNER, | : | IN |
| Petitioner | : | THE CIRCUIT COURT |
| vs. | : | FOR |
| GEORGE EDWARD FINKNER, JR., infant | : | ANNE ARUNDEL COUNTY |
| Respondent | : | NO. 13,313 EQUITY |

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

TESTIMONY ON BEHALF OF PETITIONER

August 6, 1959

Present:

Mr. Benjamin Bronstein, Solicitor for Petitioner

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

Evelyn M. Finkner, pages 2 - 5

Alice Bosies, pages 5 - 6

Theodore Stromberg, pages 7 - 8

FILED

1959 AUG 13 PM 2:15

Refiled Nunc Pro Tunc as of August 9, 1959 per order of Court same date.

Evelyn M. Finkner, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bronstein)

1. Mrs. Finkner, would you state your name, address, and occupation, please?

A. Evelyn M. Finkner, 5498 Oakland Road, and I have a gift shop at 5505 Arden Avenue, Arbutus.

2. Are you the petitioner in this proceedings?

A. Yes.

3. What is your relationship to George E. Finkner, Jr.?

A. Mother.

4. And when was George E. Finkner, Jr. born?

A. October the 8th, 1947.

5. Did you know George E. Finkner, Sr.?

A. Yes.

6. What relationship did you have with him?

A. He is the father of the boy.

7. At the time of his death you were divorced, is that correct?

A. Yes.

8. When did George E. Finkner, Sr. acquire the property in Anne Arundel County on Hanover and Ridge Roads?

A. April the 27th, 1956.

9. Do you know the deed reference to that specific piece of property?

A. Recorded in G.T.C. 1023, folio 56.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

10. None of that land was conveyed away, is that correct?

A. That's right.

11. When did George E. Finkner, Sr. die?

A. September the 12th, 1958.

12. Did he leave a will?

A. No.

13. And who survives him?

A. George E. Finkner, Jr.

14. Was this his only marriage?

A. Yes.

15. Who is administratrix of his estate?

A. I am.

(LETTERS OF ADMINISTRATION FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

16. And you have filed a bond as guardian of George E. Finkner, Jr.?

A. Yes.

(LETTERS OF GUARDIANSHIP FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

17. Are you familiar with the property on Hanover and Ridge Roads?

A. Yes.

18. Now that George E. Finkner, Jr. owns the property do you think that it would be advantageous for him to keep it?

A. No.

19. Do you know if George E. Finkner, Jr. wants to keep it?

A. He is a minor.

20. Is there anything you want to add?

A. No.

(DECREE OF DIVORCE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

21. Mrs. Finkner, is the property currently mortgaged?

A. Yes, it is.

22. Who is the mortgagee of that property?

A. Leeds Federal.

23. Is that Leeds Federal Saving and Loan?

A. Yes.



13

24. And what are the payments per month?

A. $85.25.

25. And what is the amount of rental that you receive from this property?

A. $85.00 per month.

(Mr. Smith)

1. Do you have any difficulty renting this property, Mrs. Finkner?

A. Yes, we have. Mrs. Bosies rented it for me but three months prior to that the estate had to pay the mortgage off. The people who are in there now are only renting it because they wanted to buy it but they couldn't get the financing and couldn't buy it.

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.....Evelyn M. Finkner.....

15

Alice Bosies, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bronstein)

1. Your name and address, please?

A. Alice Bosies, 5217 Garmouth Road, Catonsville. My occupation is real estate agent.

2. How long have you been an agent?

A. Seven years.

3. With whom are you employed?

A. Edward J. Warren, Inc.

4. Are you familiar with real estate general sales?

A. Yes, I have been active in it for seven years.

5. Generally what are your duties with Edward J. Warren as far as real estate values?

A. We sell, appraise, rent property and draw up contracts, handle all financing.

6. You do all of those things do you?

A. That's right.

7. Are you familiar with the property located at Hanover and Ridge Roads?

A. Yes, I am.

8. Have you seen or inspected that property recently?

A. Yes.

9. And what is the general condition of it?

A. The property is deteriorated. In order to make it even liveable you would have to spend a lot of money to renovate it.

10. How long have you been familiar with this property?

A. I would say since January.

11. Can you give a brief description of the property itself?

A. It is a frame structure. I would say it is about forty

years old or more. Two story, six rooms, and it is situated on about three acres of ground, septic sewerage and well water and it is quite far from transportation. The house is badly in need of renovating.

12. What do you consider the value of this piece of property?

A. I would say the appraised value would be $7,500.00 in fee.

13. So in your opinion the current market value of this property as improved is $7,500.00?

A. Yes.

14. In your opinion would it be advisable at this time to sell this specific property?

A. Yes.

(Mr. Smith)

1. Is the property producing any income at the present time?

A. It is rented at the present time I believe.

2. Do you know how much rent they get from it?

A. $85.00 a month.

3. To produce any additional income it would require expensive repairs to the property?

A. That's right.



17

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 N.P.

Signature Alva Davis

Theodore F. Stromberg, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bronstein)

1. Give your name,address, and occupation, please.

A. Theodore F. Stromberg, 5308 East Drive, Arbutus 27, real estate broker.

2. How long have you been engaged in this occupation?

A. Nineteen years.

3. Would you generally state your qualifications?

A. I have been active in the real estate business for nineteen years, both in the selling of real estate and I am also a director for a Federal Building and Loan Association and I do appraising for them. I am very well familiar with the property in this immediate neighborhood.

4. Have you inspected this piece of property at Hanover and Ridge Roads?

A. Yes.

5. Can you generally describe the property and it's condition and etc.?

A. It is a frame property, two story, three rooms down and three rooms and bath up. It has a basement and hot air heat. It contains approximately three acres of land. In my opinion it is in very poor condition.

6. Generally what would you consider the fair market value of this property?

A. Considering the condition of the property and the location the value of the property would be $8,000.00 in fee. I may add in my opinion much of the value would be put on it because of the three acres.

7. Rather than on the improvements?

A. More than the improvements.

8. In your opinion would it be advisable to sell this property?

A. I think it would definitely be advisable to sell it at the present time.

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....[signature].....

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

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

Witness my hand and seal this 13th day of August, 1959.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00

S.M. $10.00 pd S.M.

22

| | | |
|---|---|---|
| EVELYN M. FINKNER, Guardian of GEORGE E. FINKNER, JR., Infant | * | IN THE |
| | * | CIRCUIT COURT OF |
| vs. | * | |
| | * | ANNE ARUNDEL COUNTY |
| GEORGE E. FINKNER, JR., Infant | * | |
| | * | No. 13,313 Equity |
| | * | |

* * * *** * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Plaintiff in this case respectfully represents unto your Honor:

1. That George E. Finkner, Jr., Infant, Defendant in this case, has been duly summoned.

2. That said Infant Defendant has no legal guardian.

WHEREFORE, your Petitioner prays that Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendant and suggest that

who has no interest whatever in this suit, be appointed Guardian ad Litem.

AND, AS IN DUTY BOUND, etc.

Benjamin Bronstein

Sheldon H. Braiterman
Solicitors for Plaintiff

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

23

FILED
1959 SEP -1 AM 9:51

LIBER 122 PAGE 57

O R D E R

ORDERED, by the Circuit Court of Anne Arundel County, on this 1st day of September, 1959, upon the foregoing Petition that Ernest Florentano be and he is hereby appointed Guardian ad Litem for the Infant Defendant named in the aforegoing Petition, and he is hereby directed to appear and file his Answer in his behalf.

Matthew S. Evans
Judge

FILED
1959 SEP -2 AM 10:01

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

| | | |
|---|---|---|
| EVELYN M. FINKNER, Guardian of GEORGE E, FINKNER, JR., Infant | * | IN THE |
| | * | CIRCUIT COURT OF |
| vs. | * | ANNE ARUNDEL COUNTY |
| GEORGE E. FINKNER, JR., Infant | * | No. 13,313 Equity |

* * * * * * *

ANSWER OF

ERNEST FLORESTANO

GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of George E. Finkner, Jr., the Infant Defendant named in the Bill of Complaint in this Court against him exhibited, by Ernest Florestano duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That the Defendant, being under the age of twenty-one (21) cannot admit nor deny the allegations set up in said Bill of Complaint, and therefore submits his rights to the protection of this Honorable Court.

Ernest Florestano
Guardian ad Litem

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

25

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1959 SEP -8 PM 2:33

LIBER 122 PAGE 59

| | | |
|---|---|---|
| EVELYN M. FINKNER, Guardian of GEORGE E. FINKNER, JR., Infant | * | IN THE |
| vs. | * | CIRCUIT COURT OF |
| GEORGE E. FINKNER, JR., Infant | * | ANNE ARUNDEL COUNTY |
| | * | No. 13,313 Equity |

* * * * * * *

PETITION TO REFILE TESTIMONY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff in this case respectfully represents unto your Honor:

1. That the Petitioner, as Guardian of George E. Finkner, Jr., infant, filed a petition to sell the property of said infant located at Hanover and Ridge Roads in Anne Arundel County,

2. That through inadvertence on the part of counsel, testimony was filed in this proceeding before the appointment of a Guardian ad Litem to represent said infant,

3. That on September 1, 1959, Ernest Florestano was appointed Guardian ad Litem by this Honorable Court to represent said infant,

4. That it is now necessary to refile the testimony to correct the error in this proceeding so that said proceeding will be in accordance with the established practice and procedure in such cases.

WHEREFORE, your Petitioner prays that this Honorable Court pass an order permitting your Petitioner to refile testimony as taken, nunc pro tunc as of the 9th day of September, 1959.

AND, AS IN DUTY BOUND, etc.

Benjamin Bronstein

Sheldon H. Braiterman

Evelyn M. Finkner

Evelyn M. Finkner

SEP 9 11 2 23

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

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O R D E R

ORDERED, by the Circuit Court of Anne Arundel County, on this 9th day of September, 1959, upon the foregoing Petition, that Evelyn M. Finkner, Petitioner, is hereby directed to refile the testimony as taken in the proceeding, nunc pro tunc as of the 9th day of September, 1959.

Matthew S. Evans
Judge

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

27

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1959 SEP 10 AM 10:38

LIBER 122 PAGE 61

| | | |
|---|---|---|
| EVELYN M. FINKNER, Guardian of GEORGE E. FINKNER, JR., Infant | * | IN THE |
| | * | CIRCUIT COURT OF |
| vs. | * | ANNE ARUNDEL COUNTY |
| GEORGE E. FINKNER, JR., Infant | * | No. 13,313 Equity |

* * * *** * * *

WAIVER AGREEMENT

As provided under Rule 580, Section P of the Maryland Rules of Procedure, the parties hereto agree to waive the ten (10) day period provided in said section, under which a deposition shall remain in open court.

Evelyn M. Finkner
Evelyn M. Finkner
Petitioner

Ernest Florestano
Ernest Florestano
Guardian ad Litem

Benjamin Bronstein
Benjamin Bronstein

Sheldon H. Braiterman
Sheldon H. Braiterman

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

28

FILED

1959 SEP 10 AM 10:43

| | | |
|---|---|---|
| EVELYN M. FINKNER, Guardian of GEORGE E. FINKNER, JR., Infant | * | IN THE |
| vs. | * | CIRCUIT COURT OF |
| GEORGE E. FINKNER, JR., Infant | * | ANNE ARUNDEL COUNTY |
| | * | No. 13,313 Equity |

* * *** * *

DECREE

The above cause standing ready for hearing, and being submitted, the Petition and all other proceedings were, by the Court, read and considered.

It is thereupon, this 11 day of ~~August~~ Sept., 1959, by the Circuit Court of Anne Arundel County, Adjudged, Ordered, and Decreed, that the interest of George E. Finkner, Jr., Infant, in the fee simple property mentioned and described in this proceeding, located at Hanover and Ridge Roads in the Fifth District of Anne Arundel County, be sold and that Sheldon H. Braiterman and Benjamin Bronstein be, and they are hereby designated Trustees to make such sale, and the course andmanner of their proceeding shall be as follows:

They shall file with the Clerk of this Court a bond to the State of Maryland, executed by themselves as a surety or sureties to be approved by this Court in the penalty of ($6500.00) eighty five hundred dollars, conditioned upon the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises. They shall then sell said property at either public or private sale. If at public sale, they shall give at least three weeks' notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner, and terms of said sale, which shall be for cash, or the

1959 SEP 11 P.M. 3:57

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

29

Trustees may report to this Court for approval of any offer or offers which they may receive for private sale, which to them may seem reasonable, and for not less than the appraised value as shown by the testimony, and as soon as may be convenient after said sale. The said Trustees shall return to this Court a full and particular account of the proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale. On obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs and assigns, the interest of the said infant in said property to them sold, free and clear of all claims, encumbrances and demands of any kind whatsoever; and the said Trustees shall bring into this Court the money arising from the sale of said interest to be held, invested, or paid out for the benefit of said infant, in such manner as the Court may direct, after deducting the costs of this proceeding, advertising costs, costs of sale, real estate commissions, and such commission to said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Matthew S. Evans
Judge

The within is a proper Decree
to be passed in this case.

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

30

*Trustee's Bond*

LIBER 122 PAGE 64

LIBER 10 PAGE 85

Equity No. 13,313

# KNOW ALL MEN BY THESE PRESENTS:

THAT WE Sheldon H. Braiterman and Benjamin Bronstein, 916 Munsey Building, Baltimore, Maryland . . . . . as principal, and STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan, 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, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 15th day of September in the year of our Lord one thousand nine hundred and fifty nine.

WHEREAS, the above bounden Sheldon H. Braiterman and Benjamin Bronstein by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore County~~ Anne Arundel County, has been appointed trustee to sell property of George E. Finkner, Jr., Infant consisting of approximately 3 acres (improved by three-storey dwelling) Hanover and ~~mentioned in the proceedings in the case of~~ Ridge Roads, Anne Arundel County, Maryland ~~as~~.

~~now pending in said Court.~~

*Now the Condition of the above Obligation is such,*

THAT IF THE ABOVE BOUNDEN Sheldon H. Braiterman and Benjamin Bronstein 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.

Sheldon H. Braiterman (SEAL)

Benjamin Bronstein (SEAL)

STANDARD ACCIDENT INSURANCE COMPANY (SEAL)

By: Daniel F. Hurley, Jr. (SEAL)
Daniel F. Hurley, Jr., Attorney-in-fact.
910 Keyser Building, Baltimore 1, Md.

*Signed, sealed and delivered in the presence of*

Sue E. Bracy

Sue E. Bracy (As to Surety)

*State of Maryland, Baltimore City, sct:*

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan does hereby constitute and appoint T. N. FERCIOT, DANIEL F. HURLEY, JR. or SUE E. BRACY its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said 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 STANDARD ACCIDENT INSURANCE COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 8th day of October, 1958

STANDARD ACCIDENT INSURANCE COMPANY

By T. L. Sedwick
*Vice-President*

ATTEST: W. J. Nichols
*Assistant Secretary*

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

September 15, 19 59

W. J. Nichols
*Assistant Secretary*

B-895-H Ed. 10-1958

Bond filed and approved
the 17th day of September 1959
George T Cromwell Clk

FILED

1959 SEP 17 AM 9:34

31

| | | |
|---|---|---|
| EVELYN M. FINKNER, Guardian of GEORGE E. FINKNER, JR., Infant | * | IN THE |
| vs. | * | CIRCUIT COURT OF |
| GEORGE E. FINKNER, JR., Infant | * | ANNE ARUNDEL COUNTY |
| | * | No. 13,313 Equity |

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Sheldon H. Braiterman and Benjamin Bronstein, Trustees, appointed herein by a Decree of this Honorable Court, dated the 11 day of ~~August~~ September 1959, and authorized by said decree to make a sale of certain real estate therein mentioned, at either private or public sale as specified in said decree, respectfully shows:

That the said Trustees did file with the Clerk of this Court a bond to the State of Maryland, executed by themselves as a surety, in the penalty of Eighty five hundred dollars $8,500.00 dollars, as ordered, by said Decree.

That the Trustees did sell at private sale, unto Frank J. Sacchinelli and Margaret V. Sacchinelli, his wife, of Baltimore, County the fee simple property mentioned in said Decree.

And your said Trustees sold said fee simple property to the purchaser aforesaid for the sum of eighty-five hundred ($8500) - - - - - - - - - - - - - - - - dollars, the entire purchase price to be paid in cash settlement, which is to take place within ten (10) days after final ratification of said sale by this Honorable Court, this being the highest offer obtained for said properties and being in excess of the appraised value

FILED

1959 SEP 18 AM 9:14

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

32

thereof, of eighty-five hundred ($8500.00) - - - - - - - - dollars.

Sheldon H. Braiterman

Benjamin Bronstein

Trustees

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

I HEREBY CERTIFY, That on this 15 day of ~~August~~ Sept., 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Sheldon H. Braiterman and Benjamin Bronstein, Trustees, the Trustees named in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts stated in the said Report of Sale are true to the best of their knowledge, information and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

JOHN J. SCHUCHMAN BALTIMORE, MD.

Notary Public

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

# Standard Contract of Sale

*Member of Real Estate Board of Baltimore*

LIBER 122 PAGE 67

## *Edward J. Warren, Inc.*

4616 LEEDS AVE., BALTIMORE 29, MD.
Phone: CIrcle 2-9300

**This Agreement of Sale,** made this 16th day of September nineteen hundred and fifty-nine, between Sheldon H. Braiterman and Benjamin Bronstein, TRUSTEES, for the sale of property of George E. Finkner, Jr. - Circuit Court of Anne Arundel County, No. 13, 313 Equity Seller, and Frank J. Sacchinelli and Margaret V. Sacchinelli, his wife, Buyer

**Witness** that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Hanover Maryland, being the property known as Hanover and Ridge Roads

Further described among the Land Records of Anne Arundel County

Having a frontage of --- ft., moreor less, and a depth of --- ft., more or less, consisting of 3 acres, more or less, with improvements thereon and all rights and appurtenances thereto belonging, or in any wise thereto appertaining, in fee simple ~~subject to an annual ground rent of~~ $ XXXXXXXX.

at and for the price of

EIGHT THOUSAND FIVE HUNDRED---------- Dollars ($ 8,500.00 )

of which TWO HUNDRED---------- Dollars ($ 200.00 )

have been paid prior to the signing hereof, and the balance to be paid as follows: An additional TWO THOUSAND THREE HUNDRED ($2,300.00) DOLLARS at time of settlement. Balance by way of mortgage loan for a period of fifteen (15) years at a rate of interest not to exceed 6%. Settlement and possession to take place within ten (10) days after final ratification of sale by the Circuit Court of Anne Arundel County.

If above mentioned financing cannot be obtained by the buyers or for the buyers by Edward J. Warren, Inc., all monies on deposit shall be returned to the buyers and this contract shall become null and void.

Included in sale: All permanent and attachef fixtures.

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

Ground rent, rent, water rent, taxes, (incinding Metropolitan District charges for sewer and water, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

The herein described property is to be held at the risk of the Seller except as to damages arising from accidental fire or other insurable casualty until legal title has passed or possession given; it is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

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

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Greater Baltimore, to Edward J. Warren, Inc. Commission due and payable on the signing of this Contract.

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

Elizabeth Fisher — WITNESS—AS TO SELLER'S SIGNATURE
Sheldon H. Braiterman Trustee (SEAL) — SELLER'S SIGNATURE

Elizabeth Fisher — WITNESS—AS TO SELLER'S SIGNATURE
Benjamin Bronstein, Trustee (SEAL) — SELLER'S SIGNATURE

Herbert Gwan Der Berg — WITNESS—AS TO BUYER'S SIGNATURE
[illegible] (SEAL) — BUYER'S SIGNATURE

Herbert Gwan Der Berg — WITNESS—AS TO BUYER'S SIGNATURE
Margaret V. Sacchinelli (SEAL) — BUYER'S SIGNATURE

FILED
1959 SEPT. 16 AM 10:52

34

LIBER 122 PAGE 68

# ORDER NISI

Evelyn M. Finkner, Guardian of
George E. Finkner, Jr., Infant

versus

George E. Finkner, Jr., Infant

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,313 Equity

Ordered, this 18th day of September, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Sheldon H. Braiterman and Benjamin Bronstein, Trustees

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 $ 8500.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 SP 18 AM 9:14 TEST: Clerk.

(Final Order)

Evelyn M. Finkner, Guardian of
George E. Finkner, Jr., Infant

versus

George E. Finkner, Jr., Infant

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of October, 1959 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 OCT 30 PM 3:49

35

LIBER 122 PAGE 69 OFFI OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,313 Equity
EVELYN M. FINKNER, Guardian of George E. Finkner, Jr., Infant
vs.
GEORGE E. FINKNER, JR., Infant

Ordered, this 18th day of September, 1959, That the sale of the Property in these proceedings mentioned made and reported by Sheldon H. Braiterman and Benjamin Bronstein, Trustees, 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 of day of October next.

The report states that the amount of sale was $8500.00.

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 Sale Eq. 13,313 George E. Finkner Jr. (infant)

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. 11410

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| | | |
|---|---|---|
| EVELYN M. FINKNER, Guardian of George E. Finkner, Jr., Infant | * | IN THE |
| | * | CIRCUIT COURT |
| vs. | * | OF |
| GEORGE E. FINKNER, JR., Infant | * | ANNE ARUNDEL COUNTY |
| | * | 13,313 - Equity |

* * * * * * *

PETITION FOR TRUSTEES TO ALLOW ADJUSTMENT

The Petition of Sheldon H. Braiterman and Benjamin Bronstein, the Trustees appointed in this case by a decree of this Honorable Court, respectfully shows as follows:

1. Pursuant to prior Order of this Court, a contract to sell real estate was scheduled for November 12, 1959, at which time the Buyers, through their attorney, Herman Weissman, put the Sellers on notice that there was a defective well and sewerage condition which violated the rules and regulations of the Health Department of Anne Arundel County, and the Buyers were so notified. A second settlement date was set down for November 19, 1959, at which time the Buyers claimed it was the Trustees obligation to pay for the expense of this defective condition on the theory that it was an expressed understanding that this real estate be used as a dwelling which met minimum standards and on a warranty theory. The Buyers also threatened that since their deposit was only two hundred ($200.00) dollars, they would withdraw from the sale. The Buyer is a working man (he works as a milkman), has no apparent net worth, and was unable to raise a deposit of more than two hundred ($200.00) dollars when he signed the contract. The Trustees believe that a judgment against the Buyers would be uncollectible.

2. The Trustees have already spent considerable sums of money in connection with this court case, and to add additional

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

expenses of litigation would not be in the best interest of the minor child. The real estate office of Edward J. Warren had two representatives present at the sale, Alice Bosies and Herbert Vanderberg. Both of these persons advised us that the property would be very difficult to sell, because it is in extremely poor condition; secondly, they advised us that a settlement adjustment on the selling price of up to five hundred ($500.00) dollars would be fair and in the best interest of the estate, since it would be difficult to find a new buyer, because of the very bad physical condition of the real estate. However, your Trustees being lawyers, had some doubts as to the legal position. The estimates for correcting the well and sewerage disposal tank was approximately seven hundred ($700.00) dollars; no firm bids could be made without Health Department permits.

3. To compromise this item of dispute and assure the Trust that there would be a final settlement, the following agreement was reached:

a. The Trust allow an adjustment of two hundred fifty ($250.00) dollars. However, the real estate office of Edward J. Warren agreed to reduce its commissions by one hundred ($100.00) dollars as a contribution to this extra figure so that the net adjustment to the Trust is one hundred fifty ($150.00) dollars.

b. The deposit was raised from two hundred ($200.00) dollars to two thousand two hundred ($2,200.00) dollars. This large deposit assures the Trust that the sale will take place since the forfeiture of the Buyers would be so large.

WHEREFORE, your Trustees request this Honorable Court to permit a net adjustment of one hundred fifty ($150.00) dollars on the sale of the property.

Sheldon H. Braiterman

Benjamin Bronstein

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

STATE OF MARYLAND

CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 19th 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 SHELDON H. BRAITERMAN and BENJAMIN BRONSTEIN, and made oath in due form of law that the statements made in the aforegoing Petition are true to the best of their knowledge, information and belief.

Notary Public

FELIX S. JACOB NOTARY PUBLIC BALTIMORE, MD.

ORDER

ORDERED, this 23rd day of November, 1959, by the Circuit Court of Anne Arundel County, that in the accounting the Trustees shall be entitled to deduct a net adjustment expense of one hundred fifty ($150.00) dollars, because of the defective water and sewerage condition. (A two hundred fifty ($250.00) dollars allowance of which one hundred ($100.00) dollars is to be reimbursed by a reduction of real estate commissions).

Judge

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1959 NOV 23 PM 4:00

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

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THIS AGREEMENT between Frank J. Sacchinelli and Margaret Sacchinelli, his wife, hereinafter called "Buyers", Benjamin Bronstein and Sheldon H. Braiterman, Trustees for George E. Finkner, Jr., hereinafter called "Sellers", Herbert Vanderberg, hereinafter called "Agent", Evelyn M. Finkner, Administratrix of the estate of George E. Finkner, hereinafter called "Administratrix", Herman Weissman, hereinafter called "Escrow Agent", and Alice Bosies, Real Estate representative of Edward J. Warren:

WHEREAS a contract to sell three (3) acres of real estate and a house was set for settlement on the 19th day of November, 1959, the Buyers and their attorney, Herman Weissman, refuse to go through with the settlement, because it has been discovered prior to date of settlement that the ceptic tank on the said premises has caused the water in the well to be polluted and violates the regulations of the Health Department of Anne Arundel County; that the only deposit received to date has been two hundred ($200.00) dollars and the Sellers believe that a judgment against the Buyers would not be collectible; that the real estate agency, Edward J. Warren, representatives advise the Sellers that in their opinion the price should be reduced rather than putting the premises on the market again, and that time was of the essence for an immediate agreement, since, without an agreement the Buyers would obtain substitute housing; and the Buyers are further willing to make present assurances that the settlement will be consummated within a few days.

NOW, THEREFORE, the parties agree as follows:

1. That the price to the Buyers will be reduced by the sum of three hundred fifty ($350.00) dollars to be paid as follows: The selling price will be reduced by two hundred fifty ($250.00) dollars, and Mr. Vanderberg, the Agent for Mr. Warren, will personally contribute one hundred ($100.00) dollars of his commission. Mr. Vanderberg is doing this as a personal act of good will, because he knows the parties involved and wants to help settle the unfortunate situation in an amiciable way. This in no way changes the agreement of Mr. Warren to pay one hundred ($100.00) dollars of his commission toward the court and trusteeship expenses incident to this sale.

2. This agreement is with the full approval of Evelyn M. Finkner, the mother of the infant involved, and the Administratrix of the estate of George E. Finkner, the childs deceased father.

3. The Buyers will deposit with their attorney, Herman Weissman, a check for two thousand ($2,000.00) dollars which will be held in escrow until the settlement of this property as an additional deposit on the sale price.

4. The necessary adjustments to give effect to this agreement will take place at the time of settlement. At the time of settlement the adjustments will be made as of the date of possession, and not as of date of settlement, and the Buyers will

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not pay any rent for their prior possession.

WITNESS the hands and seals of the parties hereto this 19th day of November, 1959.

Frank J Sacchinelli (SEAL)
Frank J. Sacchinelli

Margaret D Sacchinelli (SEAL)
Margaret Sacchinelli

Benjamin Bronstein (SEAL)
Benjamin Bronstein

Witness as to all:

Helen Bronstein

Sheldon H. Braiterman (SEAL)
Sheldon H. Braiterman

Herbert Vanderberg (SEAL)
Herbert Vanderberg

Evelyn M. Finkner (SEAL)
Evelyn M. Finkner

Herman Weissman (SEAL)
Herman Weissman

Alice Bosies (SEAL)
Alice Bosies

LAW OFFICES
BRAITERMAN
SCHUCHMAN
&
JACOB
BALTIMORE, MARYLAND

*In the Case of*

Evelyn M. Finkner,
Guardian of
George E. Finkner, Jr., Infant
vs.
George E. Finkner, Jr.,
Infant

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No, 13,313 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.

December 2, 1959

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1959 DEC 15 AM 11:02

Dr. Evelyn M. Finkner, Guardian of George E. Finkner, Jr., Infant vs. George E. Finkner, Jr., Infant in ac.

| | | | | |
|---|---|---|---|---|
| To Trustees for Commissions, viz: | 285 | 00 | 285 | 00 |
| To Trustees for Court costs, viz: | | | | |
| Plaintiff's Solicitors' appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 66 | 00 | | |
| Gilbert G. Miller - Sheriff's costs | 3 | 00 | | |
| Ernest Florestano - Guardian ad Litem | 4 | 00 | | |
| Malcolm B. Smith - Examiner's fee | 10 | 00 | | |
| Shirley Miller - Stenographer's fee | 10 | 00 | | |
| Auditor - stating this account | 31 | 50 | | |
| | | | 134 | 50 |
| To Trustees for Expenses, viz: | | | | |
| Capital-Gazette Press - Order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - Order nisi (acct) | 12 | 00 | | |
| Standard Accident Ins. Co. -bond premium | 34 | 00 | | |
| A. L. Stromberg Co. - appraisal | 25 | 00 | | |
| Edward J. Warren, Inc. - broker's commission (6% on $8,500.00) | 510 | 00 | | |
| Clerk of Court - certified copy of deed | 3 | 00 | | |
| Register of Wills for Anne Arundel County - recording certified copy of real estate inventory (George E. Finkner, Sr.) | 7 | 50 | | |
| One-half Federal documentary stamps | 4 | 68 | | |
| One-half State documentary stamps | 9 | 35 | | |
| Toll calls to Annapolis | 14 | 00 | | |
| Traveling expense - four trips to Annapolis | 10 | 00 | | |
| Cost of title search to locate deeds | 12 | 00 | | |
| John J. Schuchman - notary fee | | 75 | | |
| Felix S. Jacob - notary fee | | 75 | | |
| | | | 658 | 03 |
| To Trustees for Guardianship Expenses, viz: | | | | |
| Standard Accident & Insurance Co. - premium on bond of Evelyn M. Finkner, Guardian of George E. Finkner, Jr. | 10 | 00 | | |
| Register of Wills for Baltimore County - Guardianship letters and certificate | 3 | 75 | | |
| | | | 13 | 75 |
| To Trustees for Liens, viz: | | | | |
| Leeds Federal Savings & Loan Ass'n - in full for mortgage debt, interest to 11/12/59, and release fee | 4,951 | 83 | | |
| Recording release | 4 | 50 | 4,956 | 33 |
| To Trustees for Allowance to Purchaser, viz: | | | | |
| Amount allowed for defective well and sewerage disposal tanks (Order 11/23/59) | 150 | 00 | 150 | 00 |
| BALANCE IN HANDS OF TRUSTEES, subject to further order of Court (Decree dated 9/11/59) | 2,310 | 05 | 2,310 | 05 |
| | | | 8,507 | 66 |

44

with Sheldon H. Braiterman and Benjamin Bronstein, Trustees Cr.

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Nov. | 23 | Proceeds of Sale | 8,500 00 | 8,500 00 |
| | | Refund 1959 State and County taxes (adjusted to 11/12/59) | 7 66 | 7 66 |
| | | | | 8,507 66 |

LIBER 122 PAGE 78

***ORDER NISI***

Evelyn M. Finkner, Guardian
of George Edward Finkner, Jr., Infant

VERSUS

George Edward Finkner, Jr., Infant

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 13,313 Equity.

ORDERED, This 15th 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, 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.

O. Bowie Duckett

FILED
1960 JAN 19 PM 3:43

LIBER 122 PAGE 79 OFF . OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,313 Equity
EVELYN M. FINKNER,
Guardian of
GEORGE EDWARD FINKNER,
JR., Infant

vs.

GEORGE EDWARD FINKNER,
JR., Infant

Ordered, this 15th 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. 13,313 Auditor Account George Edward Finkner, Jr Infant

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.

No. M.G. 12 I 25 1960 JAN -6 AM 11:00 By H. Tilghman

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LIBER 122 PAGE 80

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT FOR |
| MORTGAGED REAL ESTATE OF | * | ANNE ARUNDEL COUNTY |
| CARLTON W. SISSON | * | NO. 12991 EQUITY |

**********

ORDER TO DOCKET SUIT

**********

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.,
Attorney named in the Mortgage

FILED

1958 DEC -8 PM 12:15

LIBER 1061 PAGE 434 LIBER 122 PAGE 81

No. 12,991 Equity

THIS MORTGAGE, Made this 4th day of ~~August~~ September, 19 56

by and between Carlton W. Sisson, Single ----------

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES PLAN ( )A (xx)B ( )C as herein indicated, and being the holder of -10- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 1,000.00 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 in Millersville, Fourth Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at an iron pipe here found on the West side of a 30 foot County Road leading from Millersville Northerly to the Crain Highway, said iron pipe marks the intersection formed by the Westerly side of said County Road with the South 68 degrees 18 minutes East 209.5 foot line in that conveyance from William G. Sisson, Widower to Carlton W. Sisson by deed dated December 5, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 602, folio 383. Thence from the point of beginning so fixed and binding on the outlines of the above mentioned conveyance, as corrected for magnetic

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declination, North 69 degrees 29 minutes 50 seconds West 211.0 feet to an iron pipe, thence North 23 degrees 15 minutes 10 seconds East 89.0 feet to a monument here found; thence North 69 degrees 29 minutes 50 seconds West 121.45 feet to an iron pipe; thence North 22 degrees 13 minutes 10 seconds East 198.60 feet to an iron pipe, thence South 65 degrees 40 minutes 50 seconds East 146.53 feet to an iron pipe, thence leaving the outlines of the above mentioned conveyance and running for a new line of division South 24 degrees 19 minutes 10 seconds West 115.0 feet and South 65 degrees 40 minutes 50 seconds East 187.64 feet to a point on the West side of the above mentioned road; thence binding on said side of said Road South 25 degrees 28 minutes 50 seconds West 44.10 feet and South 20 degrees 21 minutes 2 0 seconds West 106.48 feet to the point of beginning.

CONTAINING 1.35 acres according to a survey made by James D. Hicks, County Surveyor in June, 1954.

BEING a part of that conveyance from William G. Sisson, Widower to Carlton W. Sisson by deed dated December 5, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 602, folio 383.

BEING ALSO the same property which the said Mortgagor also acquired from Irving Bert Coggins and Eleanor Sisson Coggins, his wife, by Quit-Claim Deed dated June 11, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 840, Folio 481.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland of 1955 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED, that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 5.00 as dues at every regular monthly meeting of the 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 $ 5.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on, as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance

with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of Fifty Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of the State 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

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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 same under or or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commissions 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 $ 1,000.00 , and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to insure to the benefit of the said 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:

Carlton W. Sisson (SEAL)
Carlton W. Sisson, Single

Fred. W. Kuethe

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of ~~August~~ SEPT. 19 56 , before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Carlton W. Sisson, Single ----------

and acknowledged the foregoing Mortgage to be their act. AND at the same time also personally appeared Joseph D. Groh ---------- the -----President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, MARYLAND, MORTGAGEE, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED. W. KUETHE NOTARY PUBLIC ANNE ARUNDEL CO. MD

Fred W. Kuethe

Fred. W. Kuethe

Notary Public

Rec'd for record Sept. 14 1956 at 9:02 A.M.
Mailed to John Demyan, Jr.

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 AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY
a body corporate

BY _____

Secretary

President

LIBER 122 PAGE 81

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT FOR |
| MORTGAGED REAL ESTATE OF | * | ANNE ARUNDEL COUNTY |
| CARLTON W. SISSON | * | NO. 12,991 EQUITY |

**********

STATEMENT OF CLAIM

**********

| | | |
|---|---|---|
| Advanced to Mortgage Loan (G.T.C. 1061 fol. 434) | | $ 1,000.00 |
| Interest from 30th day of April, 1958 to 30th day of December, 1958 | $ 40.00 | |
| Late Fines from 30th day of May, 1958 to December 30, 1958 | 14.00 | 54.00 |
| Total amount due under the Mortgage | | $ 1,054.00 |

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 December, 1958; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of AnneArundel 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

NOTARY PUBLIC ANNE ARUNDEL COUNTY MARYLAND

FILED
1958 DEC -8 PM 12 15

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Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY LIBER 122 PAGE 88

STATE OF MARYLAND

LIBER 9 PAGE 496

BOND OF Attorney

TO SELL Real Estate

No. 12,999 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 Ten Thousand and 00/100 - - - - - - - - - - - - - - - - - - - - - - - Dollars ($ 10,000.00 ), to be paid to the said State or its certain Attorney, to which payment well and truly to be made 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 January , 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 Carleton W. Sisson to Glen Burnie Savings and Loan Association bearing date the 4th day of September , 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1061 Folio 434 ~~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. Dubman

John Demyan, Jr. (SEAL)

(SEAL)

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

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

FILED

1959 JAN -6 AM 10:53

9

GEORGE W. SCIBLE ..... Auctioneer

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

# MORTGAGE SALE

OF VALUABLE

# Fee Simple Property

1.35 acres at Millersville, Anne Arundel County Maryland. Property located on the West side of Cecil Avenue at Millersville, Fourth 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 Carlton W. Sisson, Single, dated September 4, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1061, folio 434, (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, Maryland, on

# Tuesday, January 6, 1959

AT 11 O'CLOCK A.M.

All that parcel of ground, situate, lying and being in Millersville, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

**BEGINNING** for the same at an iron pipe here found on the West side of a 30 foot County Road leading from Millersville Northerly to the Crain Highway, said iron pipe marks the intersection formed by the Westerly side of said County Road with the South 68° 18' East 209.5 foot line in that conveyance from William G. Sisson, Widower to Carlton W. Sisson by Deed dated December 5, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 602, folio 383. Thence from the point of beginning so fixed and binding on the outlines of the above mentioned conveyance, as corrected for magnetic declination, North 69° 29' 50" West 211.0 feet to an iron pipe, thence North 23° 15' 10" East 89.0 feet to a monument here found; thence North 69° 29' 50" West 121.45 feet to an iron pipe; thence North 22° 13' 10" East 198.60 feet to an iron pipe, thence South 65° 40' 50" East 146.53 feet to an iron pipe, thence leaving the outlines of the above mentioned conveyance and running for a new line of division South 24° 19' 10" West 115.0 feet and South 65° 40' 50" East 187.64 feet to a point on the West side of the above mentioned road; thence binding on said side of said Road South 25° 28' 50" West 44.10 feet and South 20° 21' 20" West 106.48 feet to the point of beginning.

**CONTAINING** 1.35 acres according to a survey made by James D. Hicks, County Surveyor in June, 1954.

LIBER 122 PAGE 90

**BEING** a part of that conveyance from William G. Sisson, Widower, to Carlton W. Sisson, by Deed dated December 5, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 602, folio 383.

**BEING ALSO** the same property which the said Mortgagors also acquired from Irvin Bert Coggins and Eleanor Sisson Coggins, his wife, by Quit-Claim Deed dated June 11, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 840, folio 481.

**AND, SUBJECT, HOWEVER,** to the operation and effect of a first mortgage from Carlton W. Sisson to Glen Burnie Savings and Loan Association, dated June 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 840, folio 498; the balance of said Mortgage to be announced at time of sale.

**IMPROVEMENTS:** Two-story frame cottage.

**TERMS OF SALE:** A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to the date of sale.

FILED

1959 JAN -6 PM 2:39

**JOHN DEMYAN, JR.**
**Attorney named in Mortgage**

LIBER 122 PAGE 91

Equity No. 12,991

**PURCHASER'S AGREEMENT**

January 6, 1959

We Bert Irving Coggins of Millersville, P.O. Maryland & Eleanor Sisson Coggins, his wife hereby certify that WE have purchased the property as advertised, subject to an outstanding prior first mortgage in the amount of $6,190.91, and WE agree to comply with the terms of sale. The sale price for said property is $7300.00, over and above the mortgage balance above mentioned on the first mortgage.

Eleanor Sisson Coggins

Bert Irving Coggins

Bert Irving Coggins
No. 40 Linda Lane
Millersville, P.O. Maryland

George Scible, Auctioneer

John Demyan, Jr.
Attorney named in the Mortgage

Address

Orchard 4-7371
Telephone No.

FILED

1959 JAN -6 PM 2:39

12

LIBER 122 PAGE 92

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT FOR |
| MORTGAGED REAL ESTATE OF | * | ANNE ARUNDEL COUNTY |
| CARLTON W. SISSON | * | NO. 12,991 EQUITY |

**********

REPORT OF SALE

**********

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Carlton W. Sisson, Single, to Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated September 4th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1061, folio 434; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, at the Court House Door (Church Circle Entrance) Annapolis, Md., ----January 6th, 1959 ---------- -----, at 11 A.M. o'clock, and then and there sold the said property to Bert Irving Coggins & Eleanor Sisson Coggins, his wife -x- ---------- at and for the sum of Seventy Three ($7300) Hundred ------- Dollars, being at that figure the highest bidder therefor; subject, however, to the operation and effect of a first mortgage from Carlton W. Sisson, Single, dated June 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 840, folio 498, the balance of said first mortgage being Sixty One Hundred Ninety and Ninety One Cents ($6,190.91)---------- Dollars;

FILED
1959 JAN -6 PM 2:39

13

said property being the following:

All that parcel of ground, situate, lying and being in Millersville, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at an iron pipe here found on the West side of a 30 foot County Road leading from Millersville Northerly to the Crain Highway, said iron pipe marks the intersection formed by the Westerly side of said County Road with the South 68° 18' East 209.5 foot line in that conveyance from William G. Sisson, Widower to Carlton W. Sisson by Deed dated December 5, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 602, folio 383. Thence from the point of beginning so fixed and binding on the outlines of the above mentioned conveyance, as corrected for magnetic declination, North 69° 29' 50" West 211.0 feet to an iron pipe, thence North 23° 15' 10" East 89.0 feet to a monument here found; thence North 69° 29' 50" West 121.45 feet to an iron pipe; thence North 22° 13' 10" East 198.60 feet to an iron pipe, thence South 65° 40' 50" East 146.53 feet to an iron pipe, thence leaving the outlines of the above mentioned conveyance and running for a new line of division South 24° 19' 10" West 115.0 feet and South 65° 40' 50" East 107.64 feet to a point on the West side of the above mentioned road; thence binding on said side of said Road South 25° 28' 50" West 44.10 feet and South 20° 21' 20" West 106.48 feet to the point of beginning.

CONTAINING 1.35 acres according to a survey made by James D. Hicks, County Surveyor in June, 1954.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale, and also has required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at the rate of Six percent

from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments, to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted,

John Demyan, Jr.
Attorney named in the Mortgage
16 Crain Highway, S.W.
Glen Burnie, Maryland
SO 6-0770

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of January 1959 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Clarence C. Burnell
Notary Public

# ORDER NISI

LIBER 122 PAGE 95

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF
CARLTON W. SISSON

versus

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,991 Equity

Ordered, this 6th day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $7300.00

George T Cromwell Clerk.

True Copy,

1959 JAN 6 PM 2:39

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
CARLTON W. SISSON

versus

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 3:44

16

LIBER 122 PAGE 96 OFF. : OF

JOHN DEMYAN, JR.
Attorney At Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

# Mortgage Sale

## OF VALUABLE FEE SIMPLE PROPERTY

1.35 ACRES AT MILLERSVILLE, ANNE ARUNDEL COUNTY, MARYLAND.
PROPERTY located on the West side of Cecil Avenue at Millersville, Fourth 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 Carlton W. Sisson, Single, dated September 4, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1061, folio 434, (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, Maryland, on

**Tues. January 6, 1959**
**at 11:00 A. M.**

All that parcel of ground, situate, lying and being in Millersville, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at an iron pipe here found on the West side of a 30 foot County Road leading from Millersville Northerly to the Crain Highway, said iron pipe marks the intrsection formed by the Westerly side of said County Road with the South 68 degrees 18 minutes East 209.5 foot line in that conveyance from William G. Sisson, Widower to Carlton W. Sisson by Deed dated December 5, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 602, folio 383. Thence from the point of beginning so fixed and binding on the outlines of the above mentioned conveyance, as corrected for magnetic declination, North 69 degrees 29 minutes 50 seconds West 211.0 feet to an iron pipe, thence North 23 degrees 15 minutes 10 seconds East 89.0 feet to a monument here found; thence North 69 degrees 29 minutes 50 seconds West 121.45 feet to an iron pipe; thence North 22 degrees 13 minutes 10 seconds East 198.60 feet to an iron pipe, thence South 65 degrees 40 minutes 50 seconds East 146.53 feet to an iron pipe, thence leaving the outlines of the above mentioned conveyance and running for a new line of livision South 24 degrees 19 minutes 10 seconds West 115.0 feet and South 65 degrees 40 minutes 50 seconds East 187.64 feet to a point on the West side of the above mentioned road; thence binding on said side of said Road South 25 degrees 28 minutes 50 seconds West 44.10 feet and South 20 degrees 21 minutes 20 seconds West 106.48 feet to the point of beginning.

CONTAINING 1.35 acres according to a survey made by James D. Hicks, County Surveyor in June, 1954.

BEING a part of that conveyance from William G. Sisson, Widower, to Carlton W. Sisson, by Deed dated December 5, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 602, folio 383.

BEING ALSO the same property which the said Mortgagors also acquired from Irvin Bert Coggins and Eleanor Sisson Coggins, his wife, by Quit-Claim Deed dated June 11, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 840, folio 481.

# 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

Mortgage Sale

12,991

Carlton W. Sisson

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JAN -7 AM 9:48 By Marie Yates

17

AND, SUBJECT, HOWEVER, to the operation and effect of a first mortgage from Carlton W. Sisson to Glen Burnie Savings and Loan Association, dated June 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 840, folio 498; the balance of said Mortgage to be announced at time of sale.

IMPROVEMENTS: Two-story frame cottage.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at the rate of six percent from the date of sale to the 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.

D-31

LIBER 122 PAGE 97

| | | |
|---|---|---|
| IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CARLTON W. SISSON vs. | * | IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,991 EQUITY |

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings & 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,

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL CO.

Fred. W. Kuethe

Fred. W. Kuethe-Secretary

Affiant

Subscribed and sworn to before me this 20th day of MARCH, 1959.

Amelia H. Tubman

Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY MD.

FILED

1959 JUN 11 AM 10:20

18

*In the Case of*

In the Matter of the Mortgaged
Real Estate
vs.
of
Carlton W. Sisson

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 12,991 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.

July 10, 1959

Laura R. Jacklung
Auditor.

FILED

1959 JUL 10 PM 3:03

Dr. In the Matter of the Mortgaged Real Estate of Carlton W. Sisson

| | | | in ac. | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 443 | 23 | 493 | 23 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 34 | 00 | | |
| Auditor - stating this account | 27 | 00 | | |
| | | | 71 | 00 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 81 | 24 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| Speer Publications, Inc. - handbills | 23 | 25 | | |
| U.S.Fidelity & Guaranty Co. -bond premium | 40 | 00 | | |
| George W. Scible - auctioneer's fee | 50 | 00 | | |
| One-half Federal documentary stamps | 7 | 43 | | |
| One-half State documentary stamps | 7 | 42 | | |
| Amelia H. Tubman - notary fees | 1 | 00 | | |
| Clemence C. Burwell - notary fee | | 50 | 230 | 84 |
| To Attorney for Taxes, viz: | | | | |
| 1959 State and County taxes ($136.04)- 6 days | 2 | 22 | 2 | 22 |
| To Attorney for Liens, viz: | | | | |
| Glen Burnie Federal Savings & Loan Ass'n balance due on first mortgage and interest to 3/31/59 | 6,219 | 51 | | |
| Interest thereon to 5/12/59 - 42 days (Order 7/1/59) | 43 | 54 | 6,263 | 05 |
| Glen Burnie Federal Savings & Loan Ass'n, in full for second mortgage claim filed in these proceedings | 1,054 | 00 | | |
| Interest thereon from 12/30/58 to 5/12/59 - 133 days (Order 7/1/59) | 23 | 37 | 1,077 | 37 |

| | | | |
|---|---|---|---|
| To Attorney for Claims Filed, viz: | | | |
| (1) Advance Vending Co., Inc. - in full for judgment claim in #9022 Law, viz: | | | |
| Debt | $ 2,000.00 | | |
| Interest from 6/17/57 to 5/12/59 | 228.33 | | |
| Attorney's fee | 100.00 | | |
| Court costs | 22.25 | | |
| | | 2,350 58 | 2,350 58 |
| (2) F. A. Davis & Co. - in full for judgment claim recorded G.T.C. 15 folio 75, viz: | | | |
| Debt | $ 296.60 | | |
| Interest from 4/24/58 to 5/12/59 | 18.69 | | |
| Court costs | 2.15 | | |
| Fi.Fa.s | 9.00 | | |
| | 326.44 | | |
| 5/26/58 - Credit | 25.00 | | |
| | | 301 44 | 301 44 |
| (3) Emil Hittle - in full for judgment claim recorded in G.T.C. #15 folio 146, viz: | | | |
| Debt | $ 450.00 | | |
| Interest from 10/14/58 to 5/12/59 | 15.60 | | |
| Court costs | 1.50 | 467 10 | 467 10 |
| To Carlton W. Sisson, mortgagor - this balance | | 2,517 37 | 2,517 37 |
| | | | 13,774 20 |

with John Demyan, Jr., Attorney named in Mortgage Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1959 | | | | | | | |
| Jan. | 6 | Proceeds of Sale (including balance due on first mortgage ) | 13,490 | 91 | | | |
| | | Interest from 1/6/59 to 5/12/59 - 4 months 6 days | 283 | 29 | | 13,774 | 20 |
| | | | | | 13,774 | 20 | |

LIBER 122 PAGE 103

***ORDER NISI***

In the Matter of the Mortgaged Resl Estate of ~~VERSUS~~

Carlton W. Sisson

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 12,991 Equity.

ORDERED, This 10th day of July, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

1959 JUL 10 PM 3:09

George F. Cromwell, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 1st day of August, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Attorney

Matthew S. Evans
Judge

***ORDER NISI***

1959 AUG 19 PM 3:27

22

VERSUS

In the
# CIRCUIT COURT
For

# 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. 12,991 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CARLTON W. SISSON

Ordered, this 10th day of July 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,991 Auditor Account.

Carlton W. Sisson

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of August, 1959. The first insertion being made the 16th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 1 ~~1959~~ 7/~~AUG~~ -4 PM 3:38

By H. Tilghman

23

LIBER 122 PAGE 105

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT |
| MORTGAGED REAL ESTATE OF | * | FOR |
| HILARY W. SMITH and IRMA | * | ANNE ARUNDEL COUNTY |
| L. SMITH, his wife | * | NO. 12,990 EQUITY |

**********

ORDER TO DOCKET SUIT

**********

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED

1958 DEC -8 PM 12:15

LIBER 974 PAGE 140 LIBER 122 PAGE 106

No. 12,990 County

PURCHASE MONEY

**This Mortgage,** Made this 18th day of----October----, 19 55.

by and between Hilary W. Smith and Irma L. Smith, his wife - - - - - - - - - - - - - -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -24- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 2,400.00 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 ose lot s of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 19 and 20, in Block numbered 13, as shown on a certain map entitled "Herald Harbor on the Severn" Amended Map of Section A, Edward W. Digges, Chief Engineer, November 1924, said plat being recorded in Plat Book W.N.W. 3, folio 32, of the Land Records of said County; now Plat Book 4, Page 15.

BEING ALSO the same property which the said Mortgagors acquired from Annie M. Kerridge, et al, by deed dated September 14, 1955, and intended to be recorded among the Land Records of Anne Arundel County, prior hereto.

FILED

1958 DEC -8 PM 12:16

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 12.00 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 $ 12.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 2,400.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred W. Kuethe

Fred. W. Kuethe

Hilary W. Smith (SEAL)
Hilary W. Smith

(SEAL)

Irma L. Smith (SEAL)
Irma L. Smith

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Hilary W. Smith and Irma L. Smith, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED. W. KUETHE NOTARY PUBLIC ANNE ARUNDEL CO.

Fred W. Kuethe
Fred. W. Kuethe Notary Public.

Rec'd for record Oct. 20, 1955, at 1:30 P.M.
Per George T. Cromwell, Clerk.
Mailed to John Demyan Jr.

PURCHASE MONEY
**Mortgage**
FROM
HILARY W. SMITH and
IRMA L. SMITH, his wife
TO THE
GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3324

Received for Record 20 Day of OCT 1955, at 1:30 P.M. and the same day recorded in Liber G.T.C. No. 974 Fol. 143 Records of Anne Arundel County GEORGE T. CROMWELL, Clerk

LAW OFFICE
JOHN DEMYAN, JR.
ANNAPOLIS — GLEN BURNIE
MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary. By President.

LIBER 122 PAGE 110

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT |
| MORTGAGED REAL ESTATE OF | * | FOR |
| HILARY W. SMITH and IRMA L. | * | ANNE ARUNDEL COUNTY |
| SMITH, his wife | * | NO. 12990 EQUITY |

**********

STATEMENT OF CLAIM

**********

| | | |
|---|---|---|
| Advanced to Mortgage Loan | | $ 2,400.00 |
| Interest from 30th day of May, 1958 to 30th day of December, 1958 | $ 77.60 | |
| Late Fines from the 30th day of June, 1958 to the 30th day of December, 1958 | 26.40 | 104.00 |
| | | 2,504.00 |
| Dues Paid to date | | 204.59 |
| Total amount due under Mortgage | | 2,299.41 |

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred W. Kuethe

Fr.ed. W. Kuethe-Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of December, 1958; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman

Amelia H. Tubman-Notary Public

FILED

1958 DEC -8 PM 12:15

Judicial 13—Maryland—Mortgagee's or A ney's Bond (1-55) ⊙

LIBER 122 PAGE 111

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 495

BOND OF Attorney

TO SELL Real Estate

No. 15,770 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 Three Thousand and 00/100 - - - - - - - - - - - - - - - - - - -
Dollars ($ 3,000.00 ), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of January , 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 Hillary W. Smith and Irma L. Smith, his wife to Glen Burnie
Savings and Loan Association bearing date the
18th day of October , 19 55 and recorded among the Land
Records of Anne Arundel County in Liber GTC
No. 974 Folio 140 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 (SEAL)
John Demyan, Jr.
(SEAL)

AMELIA H. TUBMAN

Bond approved this 6th day of January 1959
George T. Cromwell Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Howard J. McNamara
Attorney in fact.

FILED

1959 JAN -6 AM 10:53

GEORGE W. SCIBLE ..... Auctioneer

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Equity 12,990

# MORTGAGE SALE

OF VALUABLE

# Fee Simple Property

Lots 19 and 20, Block numbered 13, as shown on a certain map entitled "Herald Harbor on the Severn" Amended Map of Section A, Edward W. Digges, Chief Engineer, November, 1924, said plat being recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now Plat Book 4, Page 15. Property located in Herald Harbor, Second 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 Hilary W. Smith and Irma L. Smith, his wife, dated October 18, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 974, folio 140; (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, Maryland, on

# Tuesday, January 6, 1959

AT 11:30 O'CLOCK A.M.

All those lots of ground situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 19 and 20, in Block numbered 13, as shown on a certain map entitled "Herald Harbor on the Severn" Amended Map of Section A, Edward W. Digges, Chief Engineer, November, 1924, said plat being recorded in Plat Book W.N.W. 3, folio 32, of the Land Records of said County; now Plat Book 4, Page 15.

BEING ALSO the same property which the said Mortgagors acquired from Annie M. Kerridge, et al, by deed dated September 14, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 974, folio 138.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to the date of sale.

FILED

1959 JAN -6 PM 2:39

JOHN DEMYAN, JR.
Attorney named in the Mortgage

LIBER 122 PAGE 113

PURCHASERS AGREEMENT

January 6th, 1959

We Edward S.Hall Sr of Herald Harbor,Crownsville,P.O.Maryland and Teresa A.Harris,304 Third Ave,S.E.Glen Burnie,Maryland hereby certify that We purchased the property as advertised, and agree to comply with the terms of sale. The sale price for said property is $2,750.00.

Teresa A. Harris, per Edw. S. Hall Sr
Teresa A.Harris

Edward S. Hall, Sr
Edward S. Hall Sr.
Purchaser

George Scible,Auctioneer

Herald Harbor,Crownsville,P.O.Md.

Telephone VICTOR 9-3281

John Demyan,Jr.
Attorney named in the Mortgage

FILED
1959 JAN -6 PM 2:39

LIBER 122 PAGE 114

JOHN DEMYAN, JR.
Attorney At Law
16 Crain Highway, S. W.
Glen Burnie, Maryland

# Mortgage Sale

## OF VALUABLE FEE SIMPLE PROPERTY

Lots 19 and 20, Block numbered 13, as shown on a certain map entitled "Herald Harbor on the Severn" Amended Map of Section A. Edward W. Digges, Chief Engineer, November, 1924, said plat being recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. 3, folio 32; now Plat Book 4, Page 15.

PROPERTY LOCATED IN HERALD HARBOR, SECOND 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 Hilary W. Smith and Irma L. Smith, his wife, dated October 18, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 974, folio 140; (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, Maryland, on

**Tues., January 6, 1959 at 11:30 A. M.**

All those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 19 and 20, in Block numbered 13, as shown on a certain map entitled "Herald Harbor on the Severn" Amended Map of Section A, Edward W. Digges, Chief Engineer, November, 1924, said plat being recorded in Plat Book W. N. W. 3, folio 32, of the Land Records of said County; now Plat Book 4, Page 15.

BEING ALSO the same property which the said Mortgagors acquired from Annie M. Kerridge et al, by deed dated September 14, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 974 folio 138.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6 percent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to the date of sale.

JOHN DEMYAN, JR.,
Attorney named in the Mortgage
GEORGE SCIBLE
Auctioneer.

D-3.

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

Mortgage Sale

12.990

Hilary W. Smith

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JAN -7 AM 9:48

By Marie Tate

1-2

LIBER 122 PAGE 115

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT |
| MORTGAGED REAL ESTATE OF | * | FOR |
| HILLARY W. SMITH and IRMA | * | ANNE ARUNDEL COUNTY |
| L. SMITH, his wife | * | NO. 12,990 EQUITY |

**********

REPORT OF SALE

**********

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

THAT under and by virtue of a power of sale contained in a Mortgage from Hillary W. Smith and Irma L. Smith, his wife, dated October 18, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 974, folio 140; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage tomake 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 described at public auction, at the Court House Door (Church Circle Entrance) Annapolis, Maryland Tuesday, January 6, 1959, at 11:30 A.M., and then and there sold the said property to Edward S. Hall, Sr. and Teresa A. Harris, at and for the sum of Twenty-Seven Hundred and Fifty ($2,750.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

All those lots of ground situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 19 and 20, in Block numbered 13, as shown on a certain map entitled "Herald Harbor on

FILED
1959 JAN 15 PM 2:54

13

the Severn" Amended Map of Section A Edward W. Digges, Chief Engineer, November, 1924, said plat being recorded in Plat Book W.N.W. 3, folio 32, of the Land Records of said County, now Plat Book 4, Page 15.

AND the said Attorney further reports that he has received from the purchasers a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser 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 the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to the 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 13th day of January, 1959, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and he made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Turman
AMELIA H. TURMAN
Notary Public

14

# ORDER NISI

LIBER 122 PAGE 117

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

HILLARY W. SMITH and IRMA L. SMITH, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,990 Equity

Ordered, this 15th day of January, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage ~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sales to be $ 2,750.00

FILED 1959 JAN 15 PM 2:54

Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

HILLARY W. SMITH and IRMA L. SMITH, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of February, 1959, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Judge

FILED

1959 FEB 24 PM 12:31

15

LIBER 122 PAGE 118 OFFICE OF

*Maryland Gazette*

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,990 Equity

In the Matter of the Mortgaged Real Estate of
HILLARY W. SMITH and
IRMA L. SMITH, his wife.

Ordered, this 15th day of January, 1959, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $2,750.00.

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

F-12

No. M. G. 16428

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 16, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,990

Hillary W. Smith

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1959. The first insertion being made the 22nd day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB 17 PM 12

By Virgil Tilghman

16

LIBER 122 PAGE 119

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT |
| MORTGAGED REAL ESTATE OF | * | FOR |
| HILARY W. SMITH and IRMA | * | ANNE ARUNDEL COUNTY |
| L. SMITH, his wife. | * | NO. 12,990 EQUITY |

**********

PETITION FOR ALLOWANCE OF
INTEREST BY AUDITOR AND
ORDER OF COURT THEREON.

**********

The Petition of John Demyan, Jr., Attorney named in the Mortgage, respectfully represents:

1. That there was a delay in settlement for this property due to the fact that the original Mortgagor who still occupies the property negotiated to have Edward S. Hall and Teresa A. Harris, Joint Tenants, Purchasers at the foreclosure sale, sell the property, unto Frank D. Kyle and Lucy E. Kyle, his wife.

2. That Frank D. Kyle, Jr. and Lucy E. Kyle, his wife, then arranged to finance the property with the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate; and they in turn made arrangements for Hilary W. Smith and Irma L. Smith, the original owners and Mortgagors to repurchase the property.

WHEREFORE your Petitioner prays that this Honorable Court permit the Court Auditor to allow the payment of interest to the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, until the date of settlement, which was April 23, 1959.

AND as in duty bound, etc.

John Demyan, Jr.
Attorney named in the Mortgage
Petitioner
16 Crain Highway, S.W.
Glen Burnie, Md.-SO.6-0770

FILED

1959 JUN 30 PM 4:01

17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of JUNE, 1959; before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared John Demyan, Jr., Attorney named in the Mortgage, and he made oath in due form of law that the information contained in the foregoing Petition is true and correct as therein set forth, to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman

AMELIA H. TUBMAN
Notary Public

ORDER OF COURT

ORDERED, this 1st day of July, 1959; by the Circuit Court for Anne Arundel County in EQUITY, that Laura Jickling, Court Auditor, be and she is hereby directed and authorized to allow interest in the amount up until the date of settlement, between the Attorney named in the Mortgage and the Purchasers at the sale, namely, April 23, 1959.

Benjamin Michaelson

Judge

FILED

1959 JUL -1 PM 3:50

LIBER 122 PAGE 121

*In the Case of*

In the Matter of the Mortgaged
Real Estate
of
~~xxx~~
Hilary W. Smith
and
Irma L. Smith, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 12,990 Equity

*To the Honorable, the Judges of said Court:*

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

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

July 10, 1959

FILED

1959 JUL 10 PM 3:10

4

Dr. In the Matter of the Mortgaged Real Estate of Hilary W. Smith and Irma L. Smith, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 114 | 74 | 164 | 74 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 29 | 25 | | |
| Auditor - stating this account | 13 | 50 | 52 | 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 | | |
| Speer Publications, Inc. - handbills | 15 | 02 | | |
| U.S. Fidelity & Guaranty Co.-bond premium | 12 | 00 | | |
| George W. Scible - auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 1 | 65 | | |
| One-half State documentary stamps | 1 | 65 | | |
| Amelia H. Tubman - notary fees | 1 | 00 | 131 | 32 |
| To Attorney for Taxes, viz: | | | | |
| 1958 State and County taxes and interest | 56 | 76 | | |
| 1959 State and County taxes ($54.01) - 6 days | | 90 | 57 | 66 |
| To Glen Burnie Savings & Loan Ass'n of Anne Arundel County - in full for mortgage claim | 2,299 | 41 | | |
| Interest on balance from 12/30/58 to 4/23/59 -114 days (Order 7/1/59) | 43 | 69 | 2,343 | 10 |
| To Hilary W. Smith and Irma L. Smith, mortgagors - this balance | 40 | 17 | 40 | 17 |
| | | | 2,789 | 74 |

2o

with John Demyan, Jr., Attorney named in Mortgage Cr.

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Jan. | 6 | Proceeds of Sale | 2,750 00 | |
| | | Interest on deferred payment of $2,250.00 - 3 months 16 days | 39 74 | 2,789 74 |
| | | | | 2,789 74 |

LIBER 122 PAGE 124

**ORDER NISI**

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Hilary W. Smith and Irma L. Smith, his wife

**In the**

# CIRCUIT COURT

**For**

## ANNE ARUNDEL COUNTY

No. 12,990 Equity.

ORDERED, This 10th day of July, 19 59., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

FILED
1959 JUL 10 PM 3:10

George T. Cromwell, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 18th day of August, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 AUG 19 AM 9:23

Matthew Evans

22

LIBER 122 PAGE 125

OFFI OF

*Maryland Gazette*

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,990 Equity

IN THE MATTER OF THE MORTAGED REAL ESTATE OF HILARY W. SMITH and IRMA L. SMITH, his wife

Ordered, this 10th day of July, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th day of August next; Provided, a copy of this Order be Inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

GEORGE T. CROMWELL, Clerk

True Copy TEST:

GEORGE T. CROMWELL, Clerk

Jy-30

## CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,990

Auditor account

Hilary W. Smith

was published in

*Maryland Gazette*

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THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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No. M. G. 12477

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| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| RONALD JOSEPH BEATY AND<br>HELEN BEATY, HIS WIFE | : | (In Equity)<br>Equity No. 13,281 |

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 Ronald Joseph Beaty and Helen Beaty, his wife to Baltimore Federal Savings and Loan Association, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1145 folio 448.

Walter S. Calwell
Attorney Named in Mortgage

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1959 JUN 17 AM 10:33

VA Form VB4-6318 (Home Loan) Aug. 1958. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 122 PAGE 127
LIBER 1145 PAGE 448

MARYLAND

# MORTGAGE

Equity No. 13,281

THIS MORTGAGE, made this 16th day of August, A. D. 19 57, by and between RONALD JOSEPH BEATY and HELEN BEATY, 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 SIX HUNDRED AND FIFTY Dollars ($14,650.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-four and 23/100ths Dollars ($ 74.23), commencing on the first day of October, 19 57, 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 15, 1987, ~~19~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 13, Block E, as laid out and shown on a plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and now recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

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 to the herein named Mortgagors.

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

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

General Electric Washer - - $140.00
General Electric Dryer - - $135.00

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

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

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

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

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

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

Ronald Joseph Beaty [SEAL]
Ronald Joseph Beaty

[SEAL]

Helen T. Beaty [SEAL]
Helen Beaty

[SEAL]

---

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 16th day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Ronald Joseph Beaty and Helen Beaty, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

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

Rec'd for record Aug 23 1957 at 4 47 P.M.
Mailed to The Colonial Title Guarantee Co

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

Examination No 45346
Examination by GSP
Approved by
Ready for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

RONALD JOSEPH BEATY AND
HELEN BEATY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL LIBER 122 PAGE 131

IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

RONALD JOSEPH BEATY AND

Equity No. 13,281

HELEN T. BEATY, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Ronald Joseph Beaty and Helen T. Beaty, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **16th** day of **August** 19 57 and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. 1145 Folio 448 .

| | | |
|---|---|---|
| **Amount of Mortgage** | | $14650.00 |
| **Less - amount paid on principal** | | 116.84 |
| | | 14,533.16 |
| **Plus - interest to 7/15/59** | | 899.30 |
| | | 15,432.46 |
| **Plus - overdraft in expense account** | | 126.10 |
| | | 15,558.56 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **15th** day of **June** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

WITNESS my hand and Notarial seal.

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1959 JUN 17 AM 10:38

Clara M. Link Notary Public

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LIBER 122 PAGE 132

Equity No. 13,281

MILITARY AFFIDAVIT

Docket 18 folio 182

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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 City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Ronald Joseph Beaty and Helen T. Beaty, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

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XXXXXXXX Attorney's Bond.

LIBER 122 PAGE 133

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**NEW AMSTERDAM CASUALTY COMPANY**

LIBER 10 PAGE 46

227 ST. PAUL STREET
BALTIMORE, MD

80 JOHN STREET
NEW YORK, N. Y.

Equity No. 13,281

# 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, SIX HUNDRED AND 00/100 ($15,600.00) - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th - - - - - - - - - - - - - - - - day of July - - - - - - - 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 Ronald Joseph Beaty and Helen T. Beaty, his wife to the Baltimore Federal Savings & Loan Association bearing date the 16th day of August nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1145, Folio 448, and he

Lot 13 Block "E" 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. Link

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

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond filed and approved
this 18th day of July 1959
George T. Cromwell, Clerk
8

FILED 1959 JUL 18 AM 9:33

CALLAHAN AND CALVELL
- 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 Ronald Joseph Beaty and Helen T. Beaty, his wife to Baltimore Federal Savings and Loan Association, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1145 folio 448 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., July 21st, 1959**
**At 3 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 and designated as Lot No. 13, Block E, as laid out and shown on a Plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks and Associated, Registered Surveyors, and now recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37—located at the northeasterly corner of Park and Belle of Georgia Avenues.

TOGETHER with the building 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 warm air gas fired heat and built in garage.

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

Jy-16

LIBER 122 PAGE 134

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| RONALD JOSEPH BEATY AND HELEN T. BEATY, HIS WIFE | : | (In Equity) |

No. 13,281 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1145 folio 448 from said Ronald Joseph Beaty and Helen T. Beaty, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 21st day of July, 1959 at three 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 known and designated as Lot No. 13, Block E, as laid down and shown on a Plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, and now 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.

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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 Thirteen Thousand three Hundred ($13,300.00) 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 **23rd** day of **July, 1959** before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared 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 122 PAGE 136

# ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

RONALD JOSEPH BEATY and
HELEN T. BEATY, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,281 Equity

Ordered, this 24th day of July, 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 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $ 13,300.00

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George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

RONALD JOSEPH BEATY and
HELEN T. BEATY, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2d 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.

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1959 SEP -3 PM 12:28

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 Ronald Joseph Beaty and Helen T. Beaty, his wife to Baltimore Federal Savings and Loan Association, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1145 folio 448 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., July 21st, 1959**
**At 3 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 and designated as Lot No. 13, Block E, as laid out and shown on a Plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks and Associated, Registered Surveyors, and now recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37—located at the northeasterly corner of Park and Belle of Georgia Avenues.

TOGETHER with the building 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, warm air gas fired heat and built in garage.

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

Jy-16

OFFICE C

LIBER 122 PAGE 137

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Attorney's Sale

Equity 13,281

Ronald Joseph Beaty

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of July, 1959. The first insertion being made the 25th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Minnie Tate

LIBER 122 PAGE 138 OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,281 Equity
WALTER S. CALWELL, NN
Attorney named in mortgage
versus
RONALD JOSEPH BEATY and HELEN T. BEATY, his wife

Ordered, this 24th day of July, 1959, That the sale of the Property in these procedings mentioned, made and reported by Walter S. Calwell, Atorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 31st day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $13,300.00.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., September 2, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,281.

Ronald Joseph Beaty

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 31st day of August, 1959. The first insertion being made the 30th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 10443 -2 PM 1:46

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
VS.
Ronald J. Beaty
and
Helen Beaty, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,281 Equity

*To the Honorable, the Judges of said Court:*

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

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

December 21, 1959

FILED
1959 DEC 28 AM 10:25

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Ronald J. Beaty and Helen Beaty, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 431 | 93 | 481 | 93 |
| To Attorney for Court, 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 | 51 | 24 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| New Amsterdam Casualty Co.-bond premium | 62 | 40 | | |
| E.T. Newell & Co.,Inc. -auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 7 | 43 | | |
| One-half State documentary stamps | 14 | 85 | | |
| Clara M. Link - notary fees | 1 | 25 | 189 | 17 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 12,751 | 62 | 12,751 | 62 |
| | | | 13,478 | 72 |
| Amount of mortgage claim filed | 15,558 | 56 | | |
| Cr. Amount allowed above | 12,751 | 62 | | |
| Balance subject to decree in personam | 2,806 | 94 | | |

15

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

| 1959 | | | | |
|---|---|---|---|---|
| July | 21 | Proceeds of Sale | 13,300 00 | |
| | | Interest on deferred payment to 9/4/59 | 97 73 | 13,397 73 |
| | | Refund 1959 State and County taxes ($183.35) - 5 months 10 days | 80 99 | 80 99 |
| | | | | 13,478 72 |

**ORDER NISI** LIBER 122 PAGE 142

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Ronald J. Beaty

and

Helen Beaty, his wife

# In the
# CIRCUIT COURT
## For
## ANNE ARUNDEL COUNTY

No. 13,281 Equity.

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

1959 DEC 28 PM 10:42

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 1st day of ~~January~~ 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 1st day of ~~January~~ February next.

George T. Cromwell, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 2nd day of February, 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 FEB -2 PM 3:50

D. Bonnie Duckett

LIBER 122 PAGE 143

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
ANNE ARUNDEL COUNTY
No. 13,281 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
vs.
RONALD J. BEATY and
HELEN BEATY, his wife

Ordered, this 28th 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 1st 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 1st day of February next.

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

FILED

No. M. G980-3 FEB -2 PM 1:59

18

# CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,281

Auditor account

Ronald J. Beaty

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of February, 1960. The first insertion being made the 29th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tolgaman

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| ANDREW SMITH AND<br>GRACE E. SMITH, HIS WIFE | : | (In Equity) |

No. 15,354 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 Andrew Smith and Grace E. Smith, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 151.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1959 AUG -6 PM 12:57

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

LIBER 1106 PAGE 151

LIBER 122 PAGE 145
MARYLAND

No. 15,354 Equity

# MORTGAGE

THIS MORTGAGE, made this 13th day of November, A. D. 1957, by and between ANDREW SMITH and GRACE E. SMITH, 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 FOUR HUNDRED AND 00/100ths Dollars ($ 14,400.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum ( 4½ %) per annum until paid, principal and interest being payable at the office of 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-two and 97/100ths Dollars ($ 72.97 ), commencing on the first day of January, 1958, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ November 12, 1987, ~~19~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 3, Block G, as shown on plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, located in Third Election District, and recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 37.

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 Mortgagors herein.

FILED

1959 AUG -6 PM 12:57

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

2

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:

| | |
|---|---|
| Norge Washer | $140.00 |
| Norge Dryer | 135.00 |
| Norge Refrigerator | 200.00 |

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 or Walter S. Calwell, 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: Robert F. Nayden
ROBERT E. NAYDEN

Andrew Smith [SEAL]
Andrew Smith

[SEAL]

Grace E. Smith [SEAL]
Grace E. Smith

[SEAL]

---

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 13th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Andrew Smith and Grace E. Smith, 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.

Robert F. Nayden
ROBERT F. NAYDEN Notary Public.

Rec'd for record Dec. 14 1957 at 2:15 P.M.
Mailed to The Colonial Title Insurance Co.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

16054 eer Examiner ord

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

WALTER S. CALWELL, Attorney Named in Mortgage
VS.
ANDREW SMITH AND GRACE E. SMITH, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, LIBER 122 PAGE 149 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

ANDREW SMITH AND

No. 13,354 Equity

GRACE E. SMITH, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Andrew Smith and Grace E. Smith, his wife

to Baltimore Federal Savings and Loan Association

dated the 13th day of November 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 Folio 151 .

| | |
|---|---|
| Amount of Mortgage | $14,400.00 |
| Less - amount paid on principal | 212.54 |
| | 14,187.46 |
| Plus - interest to 8/28/59 | 528.45 |
| | 14,715.91 |
| Plus - overdraft in expense account | 30.95 |
| | 14,746.86 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 30th day of July in the year nineteen hundred and fifty-nine before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

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

WITNESS my hand and Notarial seal.

FILED

1959 AUG -6 PM 12:57

Clara M. Link

Clara M. Link Notary Public

LIBER 122 PAGE 150

No. 13,354 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of July 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Andrew Smith and Grace E. Smith, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1959 AUG -6 PM 12:57

7

Mortgagee and Attorney's Bond.

LIBER 122 PAGE 151

1-369

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

LIBER 10 PAGE 82

60 JOHN STREET
NEW YORK, N Y

#298920

Equity No. 13,354

# Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, 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 - - - - - - - - - - FOURTEEN THOUSAND EIGHT HUNDRED AND NO/100 ($14,800.00) - - - - - - - - - - - - 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 10th day of September 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 Andrew Smith and Grace E. Smith, his wife, to Baltimore Federal Savings and Loan Association bearing date the 13th day of November nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1166, Folio 151, and

Lot 3, Block "G", Blossom Hills

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. Frick

WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond filed and approved the 16th day of September 1959
George T. Cromwell, Clerk

FILED 1959 SEP 16 AM 9:30

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 Andrew Smith and Grace D. Smith, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 151 (default having occurred thereunder) the undersigned Attorney, will sell at Public auction on the premises on

**Wed., Sept. 16th, 1959 at 3:10 P. M. (E.D.T.)**

all that fee simple lot of ground and improvements situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:-

Being known and designated as Lot No. 3 Block G, 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 southerly side of the County Road.

TOGETHER with the building 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 covenants and—or Utility Agreements, of record, affecting the property.

The improvements consist of a one story ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat, built in garage.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser 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 date 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

S-10

LIBER 122 PAGE 152 OFFIC OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1959

We hereby certify, that the annexed

Attorney's Sale

Andrew Smith

No. 13,354 Eq.

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 SEP 16 By 10:00 Tilghman

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 Andrew Smith and Grace D. Smith, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 151 (default having occurred thereunder) the undersigned Attorney, will sell at Public auction on the premises on

**Wed., Sept. 16th, 1959 at 3:10 P. M. (E.D.T.)**

all that fee simple lot of ground and improvements situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:-

Being known and designated as Lot No. 3 Block G, 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 southerly side of the County Road.

TOGETHER with the building 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 covenants and—or Utility Agreements, of record, affecting the property.

The improvements consist of a one story ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat, built in garage.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser 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 date 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

S-10

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| VS. | : | FOR |
| ANDREW SMITH AND GRACE E. SMITH, HIS WIFE | : | ANNE ARUNDEL COUNTY (In Equity) No. 13,354) |

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 151 from said Andrew Smith and Grace E. Smith, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 16th day of September ~~at~~ 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 known and designated as Lot No. 3, Block G, as shown on Plat entitled "Blossom Hills, Section 1 Amended and Section 2", which Plat is 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 SEP 18 AM 9:34

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 two Hundred forty ($12,240.00) 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 **17th** day of **September, 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 122 PAGE 155

# ORDER NISI

Walter S. Calwell,
Attorney Named In Mortgage

versus

Andrew Smith and
Grace E. Smith, His Wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,354 Equity

Ordered, this 18th day of September, 1959, That the sale of the Property in these proceeding 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 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 $12,240.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 SEP 18 AM 9:34

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named In Mortgage

versus

Andrew Smith and
Grace E. Smith, His Wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of October, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew P. Crowe
JUDGE.

FILED
1959 OCT 30 PM 3:19

12

LIBER 122 PAGE 156 OFFIC OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,354

Sale

Andrew Smith

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. 13,354 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
vs.
ANDREW SMITH and GRACE E. SMITH, his wife

Ordered, this 18th day of September, 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 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 $12,240.00.

GEORGE T. CROMWELL, Clerk

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

No. M. G. 11424 1959 OCT 29 AM 10:13

13

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
vs.
Andrew Smith
and
Grace E. Smith, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,354 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. Hochberg
Auditor.

December 22, 1959

FILED
1959 DEC 28 AM 10:24

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Andrew Smith and Grace E. Smith, his wife — in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 400 | 08 | 450 | 08 |
| 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 | 64 | 76 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| New Amsterdam Casualty Co.-bond premium | 59 | 20 | | |
| E.T. Newell & Co.,Inc.- auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 6 | 88 | | |
| One-half State documentary stamps | 13 | 75 | | |
| Clara M. Link - notary fees | 1 | 25 | 197 | 84 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 11,675 | 89 | 11,675 | 89 |
| | | | 12,379 | 81 |
| Amount of mortgage claim filed | 14,746 | 86 | | |
| Cr. Amount allowed above | 11,675 | 89 | | |
| Balance subject to decree in personam | 3,070 | 97 | | |

15

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

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Sept. | 16 | Proceeds of Sale | 12,240 00 | |
| | | Interest on deferred payment to 11/1/59 | 96 08 | 12,336 08 |
| | | Refund 1959 State and County taxes ($148.73) - 3 months 16 days | 43 73 | 43 73 |
| | | | | 12,379 81 |

*ORDER NISI* LIBER 122 PAGE 160

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Andrew Smith
and
Grace E. Smith, his wife

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 13,354 Equity.

1959 DEC 28 PM 10:34

ORDERED, This 28th 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 1st day of ~~January~~ 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 1st day of ~~January~~ February next.

George T. Cromwell, Clerk

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 2nd day of February, 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 FEB -2 PM 3:51

O. Bowie Duckett

17

LIBER 122 PAGE 161 OFFIC OF

# 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. 13,354 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
vs.
ANDREW SMITH and
GRACE E. SMITH, his wife

Ordered, this 28th 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 1st 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 1st day of February next.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,354 Auditor account Andrew Smith

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of February, 1960. The first insertion being made the 29th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 13354 FEB -2 PM 1:58

18

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| JERRY A. DAWSON AND<br>MARY W. DAWSON, HIS WIFE | : | (In Equity)<br>No. 13353 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 Jerry A. Dawson and Mary W. Dawson, his wife to Baltimore Federal Savings and Loan Association, dated December 27th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1177 folio 107.

Walter S. Calwell

Walter S. Calwell -
Attorney Named in Mortgage

FILED

1959 AUG -6 PM 12:56

LIBER 122 PAGE 163

VA Form VB4-8318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

LIBER 1177 PAGE 107

No. 13,353 Equity

# MORTGAGE

THIS MORTGAGE, made this 27th day of December, A. D. 1957, by and between JERRY A. DAWSON and MARY W. DAWSON, 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 FIFTEEN THOUSAND THREE HUNDRED AND FIFTY Dollars ($ 15,350.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum ( 4½%) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-seven and 78/100ths Dollars ($77.78 ), commencing on the first day of February, 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~~ December 26, 1987. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 103, Block C, as laid out and shown on the Plat of Blossom Hills, Section 1 Second Amendment dated April, 1957 made by James D. Hicks and Associates, Registered Surveyors and duly recorded among the Land Records of Anne Arundel County on May 2, 1957 in Plat Book No. 29 folio 34.

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 to the herein named Mortgagors.

FILED

1959 AUG -6 PM 12:56

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

2

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:

Norge Refrigerator S-107 - - - $200.00
Norge Washer AW-16 - - - $140.00
Norge Dryer ED 12-16 - - - $135.00

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 Walter S. Callahan or Joseph J. Callahan its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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

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

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

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

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

Jerry A. Dawson [SEAL]
Jerry A. Dawson

[SEAL]

Mary W. Dawson [SEAL]
Mary W. Dawson

[SEAL]

---

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1177 PAGE 111

I HEREBY CERTIFY, That on this 27th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Jerry A. Dawson and Mary W. Dawson, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

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

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

Rec'd for record Dec 31 1957 at 10.49 AM
Mailed to The Colonial Title Guarantee Co.

Case No. 46501
By GSP
Clerk

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
JERRY A. DAWSON AND
MARY W. DAWSON, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, LIBER 122 PAGE 167 IN THE

Attorney Named in Mortgage CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

JERRY A. DAWSON AND

MARY W. DAWSON, HIS WIFE

No. 13,353 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Jerry A. Dawson and Mary W. Dawson, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **27th** day of **December,** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1177** Folio **107** .

| | |
|---|---|
| **Amount of Mortgage** | $15,350.00 |
| **Less - amount paid on principal** | 247.36 |
| | 15,102.64 |
| **Plus - interest to 8/28/59** | 449.40 |
| | 15,552.04 |
| **Less - balance in expense account** | 11.09 |
| | 15,540.95 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **30th** day of **July** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

AS WITNESS my hand and Notarial seal.

FILED

1959 AUG -6 PM 12:56

Clara M. Link

Notary Public

**Clara M. Link**

6

LIBER 122 PAGE 163

No. 13,353 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of July 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 Jerry A. Dawson and Mary W. Dawson, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and ha 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 AUG -6 PM 12:55

Mortgagee and Attorney's Bond.

I-369

LIBER 122 PAGE 169

NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 80

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

#298922

Equity No. 13,353

# Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, 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 SIX HUNDRED AND NO/100 ($15,600.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of September 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 Jerry A. Dawson and Mary W. Dawson, his wife, to Baltimore Federal Savings and Loan Association

bearing date the 27th day of December nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1177, Folio 107, and

is about to sell the land and premises described in said Mortgage, Lot 103, Block "C", Blossom Hills 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
WITNESS:

S. Alvey
S. Alvey

Bond filed and approved this 16th day of September 1959
George T. Cromwell, Clerk

1959 SEP 16 AM 9:39

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

# Attorney's Sale

## Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Jerry A. Dawson and Mary W. Dawson, his wife to Baltimore Federal Savings and Loan Association, dated December 27th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1177 folio 107 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

**Wednesday,**
**September 16th, 1959**
**At 3:30 P.M. (E.D.T.)**

all that fee simple lot of ground and improvements, situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 103 Block C, as laid down and shown on the Plat of Blossom Hills, Section 1 Second Amendment, dated April 1957 made by James D. Hicks and Associates, Registered Surveyors, and duly recorded among the Land Records of Anne Arundel County in Plat Book No. 29 folio 34 — located on the southerly side of Belle of Georgia Avenue.

TOGETHER with the building 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 Agreements, of record, affecting the property.

The improvements consist of a one story ranch type dwelling, containing 55 rooms, 1 bath, forced warm air oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser 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

s-10

LIBER 122 PAGE 170 OFFIC OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1959

We hereby certify, that the annexed

Attorney's Sale

Jerry A. Dawson

No. 13,353 G.

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

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED
1959 SEP 16 AM 10

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

# Attorney's Sale

## Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Jerry A. Dawson and Mary W. Dawson, his wife to Baltimore Federal Savings and Loan Association, dated December 27th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1177 folio 107 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

**Wednesday, September 16th, 1959 At 3:30 P.M. (E.D.T.)**

all that fee simple lot of ground and improvements, situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 103 Block C, as laid down and shown on the Plat of Blossom Hills, Section 1 Second Amendment, dated April 1957 made by James D. Hicks and Associates, Registered Surveyors, and duly recorded among the Land Records of Anne Arundel County in Plat Book No. 29 folio 34 — located on the southerly side of Belle of Georgia Avenue.

TOGETHER with the building 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 Agreements, of record, affecting the property.

The improvements consist of a one story ranch type dwelling, containing 55 rooms, 1 bath, forced warm air oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser 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

s-10

LIBER 122 PAGE 171

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| VS. | : | FOR |
| JERRY A. DAWSON AND MARY W. DAWSON, HIS WIFE | : | ANNE ARUNDEL COUNTY (In Equity) No. 13,353 |

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 27th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1177 folio 107 from said Jerry A. Dawson and Mary W. Dawson, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 16th day of September, xxx 1959 at 3.30 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 known and designated as Lot No. 103, Block C, as laid down and shown on the Plat of "Blossom Hills, Section 1 Second Amendment", which Plat is 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 SEP 18 AM 9:34

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 Fourteen Thousand one Hundred fifty ($14,150.00) 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 **17th** day of **September, 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

Clara M. Link

Clara M. Link, Notary Public

11

LIBER 122 PAGE 173

# ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

Jerry A. Dawson and
Mary W. Dawson, His Wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,353 Equity

Ordered, this 18th day of September, 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 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 $ 14,150.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 SEP 18 AM 9:34

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Jerry A. Dawson and
Mary W. Dawson, His Wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of October, 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. Crowe
JUDGE.

FILED
1959 OCT 30 PM 3:49

12

LIBER 122 PAGE 174 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,353 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
vs.
JERRY A. DAWSON and MARY W. DAWSON, his wife

Ordered, this 18th day of September, 1959, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Caiwell, 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 $14,150.00.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,353

Jerry A. Dawson

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 M. Tilghman

No. M. G. 11423 1959 OCT 29

13

LIBER 122 PAGE 175

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
VS.
Jerry A. Dawson
and
Mary W. Dawson, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,353 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.

December 21, 1959

Laura K. Dickey
Auditor.

FILED

1959 DEC 28 AM 10:25

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Jerry A. Dawson and Mary W. Dawson, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 457 | 69 | 507 | 69 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Courtcosts | 28 | 00 | | |
| Auditor - stating this account | 13 | 50 | 51 | 50 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 64 | 76 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| New Amsterdam Casualty Co.-bond premium | 62 | 40 | | |
| E.T. Newell & Co.,Inc.- auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 7 | 98 | | |
| One-half State documentary stamps | 15 | 95 | | |
| Clara M. Link - notary fees | 1 | 25 | 204 | 34 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 13,541 | 85 | 13,541 | 85 |
| | | | 14,305 | 38 |
| Amount of mortgage claim filed | 15,540 | 95 | | |
| Cr. Amount allowed above | 13,541 | 85 | | |
| Balance subject to decree in personam | 1,999 | 10 | | |

15

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

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Sept. | 16 | Proceeds of Sale | 14,150 00 | |
| | | Interest on deferred payment to 11/1/59 | 106 35 | 14,256 35 |
| | | Refund 1959 State and County taxes ($169.85) - 3 months 14 days | 49 03 | 49 03 |
| | | | | 14,305 38 |

***ORDER NISI***

LIBER 122 PAGE 178

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Jerry A. Dawson

and

Mary W. Dawson, his wife

**In the**

# CIRCUIT COURT

**For**

## ANNE ARUNDEL COUNTY

No. 13,353 Equity.

ORDERED, This 28th 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 1st day of ~~January~~ 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 1st day of ~~January~~ February next.

George T. Crummell, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 2nd day of February, 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.

FILED

1960 FEB -2 PM 3:51

O. Bowie Duckett

LIBER 122 PAGE 179 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. 13,353 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
vs.
JERRY A. DAWSON and
MARY W. DAWSON, his wife

Ordered, this 28th 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 1st 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 1st day of February next.

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

FILED
No. 13353 Eq.
FEB -2 PM 1:59

18

# CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,353
Auditor accounts.

Jerry A. Dawson

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of February, 1960. The first insertion being made the 29th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 122 PAGE 180

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| HOWARD L. WEBER AND<br>ELSIE M. WEBER, HIS WIFE | : | (In Equity) |

No. 13,358 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 Howard L. Weber and Elsie M. Weber, his wife to Baltimore Federal Savings and Loan Association, dated July 31st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1224 folio 269.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1959 AUG -6 PM 1:02

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Rendjustment Act (38 U. S. C. A. 604 (a)). Acceptable to Federal National Mortgage Association.

LIBER 122 PAGE 181

LIBER 1224 PAGE 269

MARYLAND

No. 13358 County

# MORTGAGE

THIS MORTGAGE, made this 31st day of July, A. D. 19 58, by and between

HOWARD L. WEBER and ELSIE M. WEBER, 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 FIFTEEN THOUSAND ONE HUNDRED SEVENTY-FIVE and 00/100ths Dollars ($ 15,175.00 ), 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, prineipal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other plaee as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-Nine and 16/100ths Dollars ($ 79.16 ), commeneing on the first day of September, 1958, and eontinuing on the first day of each month thereafter until the prineipal and interest are fully paid, exeept that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ July 30, 1988, ~~at~~. 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), whiehever is less.

AND WHEREAS, this Mortgage shall also seeure 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 exeeution 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 sueeessors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot 14 Block A as shown on the Plat entitled "Blossom Hills, Section 1 Amended and Section 2" which plat is dated May, 1955 and prepared by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

BEING the same lot of ground which by Deed dated of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto was granted and conveyed by Old Orems Building and Development Corporation unto the within named Mortgagors.

FILED

1959 AUG -6 PM 1:02

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

LIBER 122 PAGE 182

LIBER 1224 PAGE 270

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, 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 (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty ($50.00) 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: [signature]
JOHN R. HOLLAND, JR.

[signature] [SEAL]
HOWARD L. WEBER

[SEAL]

[signature] [SEAL]
ELSIE M. WEBER

[SEAL]

---

STATE OF MARYLAND, CITY OF BALTIMORE to wit:



I HEREBY CERTIFY, That on this 31st day of July, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard L. Weber and Elsie M. Weber, 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.

[signature]
JOHN R. HOLLAND, JR. Notary Public.

Rec'd for record Aug. 5 1958, at 11:36 AM.
Mailed to The Colonial Title Guarantee Co.

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

...tion No. 48273 jh
by ...
...d by ... Examiner
for Record ...

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
HOWARD L. WEBER AND
ELSIE M. WEBER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 122 PAGE 185

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

HOWARD L. WEBER AND

ELSIE M. WEBER, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13358 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Howard L. Weber and Elsie M. Weber, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **31st** day of **July** 19**59**, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1224** Folio **269** .

| | |
|---|---|
| **Amount of Mortgage** | **$15,175.00** |
| **Less - amount paid on principal** | **- - - -** |
| | **15,175.00** |
| **Plus - interest to 8/28/59** | **716.77** |
| | **15,891.77** |
| **Plus - overdraft in expense account** | **155.69** |
| | **16,047.46** |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **31st** day of **July** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

AS WITNESS my hand and Notarial seal.

CLARA M. LINK CLERK CIRCUIT COURT ANNE ARUNDEL CO. MD.

FILED

1959 AUG -6 PM 1:02

Clara M. Link

**Clara M. Link** Notary Public

No. 13,358 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 31st day of July 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Howard L. Weber and Elsie M. Weber, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter L. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

FILED
1959 AUG -6 PM 1:02

Mortgagee and Attorney's Bond. 1-369

LIBER 10 PAGE 78

LIBER 122 PAGE 187

NEW AMSTERDAM CASUALTY COMPANY

224 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

#298919
Equity No. 13358

# Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, 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 - - - - - - - - - - SIXTEEN THOUSAND ONE HUNDRED AND NO/100 ($16,100.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of September 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 Howard L. Weber and Elsie M. Weber, his wife, to Baltimore Federal Savings and Loan Association bearing date the 31st day of July nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1224, Folio 269, and

Lot 14, Block "A", Blossom Hills

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

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

Signed, Sealed and Delivered in the presence of

Walter S. Calwell (Seal)

(Seal)

(Seal)

Attest: WITNESS:

S. Alvey

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

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

Bond filed and approved the 16th day of September 1959
George T. Cromwell, Clerk

1959 SEP 16 AM 9:29

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 Howard L. Weber and Elsie M. Weber, his wife to Baltimore Federal Savings and Loan Association, dated July 31st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1224 folio 269, (default having occurred thereunder), the undersigned Attorney will sell at Public Auction, on the premises on

**Wednesday, September 16th, 1959 At 3:20 P.M. (E.D.T)**

all that fee simple lot of ground and improvements, situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 14 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 at the southwesterly corner of Logan Court and Park Avenue.

TOGETHER with the building 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 Argeements, of record, affecting the property.

The improvements consist of a one story ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser 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 date 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.

9

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

s-10

LIBER 122 PAGE 188 OFFIC OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1959

We hereby certify, that the annexed Attorney's Sale Howard L. Weber No. 13,358 Eq.

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 SEP 16 AM 10:52

By [illegible] Tilghman

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 Howard L. Weber and Elsie M. Weber, his wife to Baltimore Federal Savings and Loan Association, dated July 31st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1224 folio 269, (default having occurred thereunder), the undersigned Attorney will sell at Public Auction, on the premises on

**Wednesday, September 16th, 1959 At 3:20 P.M. (E.D.T)**

all that fee simple lot of ground and improvements, situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 14 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 at the southwesterly corner of Logan Court and Park Avenue.

TOGETHER with the building 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 Argeements, of record, affecting the property.

The improvements consist of a one story ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser 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 date 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

s-10

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY (In Equity) |
| HOWARD L. WEBER AND ELSIE M. WEBER, HIS WIFE | : | No.13,358 |

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 31st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1224 folio 269 from said Howard L. Weber and Elsie M. Weber, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 16th day of September, 1959 at 3.20 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 known and designated as Lot No. 14, Block A, as shown on the Plat entitled "Blossom Hills, Section 1 Amended and Section 2", which Plat is 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 SEP 18 AM 9:24

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 Thirteen Thousand three Hundred ($13,300.00) 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 **17th** day of **September, 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 122 PAGE 191

# ORDER NISI

Walter S. Calwell,

Attorney Named in Mortgage

versus

Howard L. Weber and

Elsie M. Weber, His Wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,358 Equity

Ordered, this 18th day of September, 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 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 $13,300.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 SEP 18 AM 9:34

TEST: Clerk.

(Final Order)

Walter S. Calwell,

Attorney Named in Mortgage

versus

Howard L. Weber and

Elsie M. Weber, His Wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of October, 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 OCT 30 PM 3:50

12

LIBER 122 PAGE 192 OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,358 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
vs.
HOWARD L. WEBER and ELSIE M. Weber, his wife

Ordered, this 18th day of September, 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 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 $13,300.00.

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 Sale

Eq. 13,358

Howard L. Weber

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. 4422 1959 OCT 29 AM 10:13

13

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
vs.
Howard L. Weber
and
Elsie M. Weber, his wife

In the

# Circuit Court

For

Anne Arundel County

No. 13,358 Equity

*To the Honorable, the Judges of said Court:*

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

All of which is respectfully submitted.

Laura R. Jickling
Auditor

December 22, 1959

FILED

1959 DEC 28 AM 10:24

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Howard L. Weber and Elsie M. Weber, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 432 | 00 | 482 | 00 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 28 | 00 | | |
| Auditor - stating this account and two copies | 18 | 00 | 56 | 00 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 63 | 00 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| New Amsterdam Casualty Co.-bond premium | 64 | 40 | | |
| E.T. Newell & Co.,Inc.- auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 7 | 43 | | |
| One-half State documentary stamps | 14 | 85 | | |
| Clara M. Link - notary fees | 1 | 25 | 202 | 93 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 12,707 | 54 | 12,707 | 54 |
| | | | 13,448 | 47 |
| Amount of mortgage claim filed | 16,047 | 46 | | |
| Cr. Amount allowed above | 12,707 | 54 | | |
| Balance subject to decree in personam | 3,339 | 92 | | |

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

| 1959 | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sept. | 16 | Proceeds of Sale | 13,300 | 00 | | | |
| | | Interest on deferred payment to 11/1/59 | 99 | 95 | 13,399 | 95 |
| | | Refund 1959 State and County taxes ($167.81) - 3 months 14 days | 48 | 52 | 48 | 52 |
| | | | | | 13,448 | 47 |

LIBER 122 PAGE 196

**ORDER NISI**

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Howard L. Weber

and

Elsie M. Weber, his wife

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 13,358 Equity.

ORDERED, This 28th 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 1st day of ~~xxxxxxx~~ 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 1st day of ~~xxxxxxx~~ February next.

1959 DEC 28 P 1:10

George T. Cromwell, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 2nd day of February, 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 FEB -2 PM 3:51

D. Boone Dunkett

17

LIBER 122 PAGE 197 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. 13,358 Equity
WALTER S. CALWELL,
Atorney named in Mortgage
vs.
HOWARD L. WEBER and
ELSIE M. WEBER, his wife

Ordered, this 28th 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 1st 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 1st day of February next.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,358

Auditor Account

Howard L. Weber

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of February, 1960. The first insertion being made the 29th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

FILED

No. M. C60-2-3

1960 FEB -2 PM 1:59

14

| | | |
|---|---|---|
| WILLIAM C. ROGERS<br>Attorney Named in Mortgage | : | IN THE |
| | : | CIRCUIT COURT |
| vs. | : | FOR |
| CHARLES C. HAMEL, JR. and<br>ALICE J. HAMEL, his wife | : | ANNE ARUNDEL COUNTY |
| : : : : : : : : : : : : : | | No. 13,439 Equity |

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED
1959 OCT -1 PM 2:47

61701

City-County Form.

LIBER 122 PAGE 199

LIBER 1239 PAGE 13

No. 13,459 Equity

"PETITIONER'S EXHIBIT A"

**This Mortgage,** Made this 24th day of September, in the year one thousand, nine hundred and fifty-eight- - - - between CHARLES C. HAMEL, JR. and ALICE J. HAMEL, his wife, - - - - - - of Anne Arundel County - - - - - - - - - - - - -, in the State of Maryland, Mortgagor s, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s, being members of said body corporate, have received therefrom an advance of TEN THOUSAND SIX HUNDRED FIFTY ($10,650.00) - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described.

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

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

(A) of the sum of SIXTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS - - - - ($68.75) being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of FOURTEEN DOLLARS AND TWENTY-FIVE CENTS - -($14.25) being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s, their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lots Nos. 17, 18 and 19 in Section 30 of Sunset Beach, with a total frontage of about 60 feet on Geneva Road as shown on a Plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3 Folio 79.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by VERNON BOSLEY, JR. and MINNA T. BOSLEY, his wife, to CHARLES C. HAMEL, JR. and ALICE J. HAMEL, his wife, the within Mortgagors.

1959 OCT -1 PM 2:47

2

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

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

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

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

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

John C. Ryan
JOHN C. RYAN

Charles C. Hamel Jr. (SEAL)
CHARLES C. HAMEL, JR.

Alice J. Hamel (SEAL)
ALICE J. HAMEL

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 24th day of September, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared CHARLES C. HAMEL, JR. and ALICE J. HAMEL, his wife, - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. Taylor Boden - - - - - - - - - - - - Agent ~~President~~ of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. and that he is Agent of said Mortgagee, duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal

JOHN C. RYAN NOTARY PUBLIC BALTIMORE, MD.

John C. Ryan
JOHN C. RYAN Notary Public.

My commission expires May 4 1959.

12.50

Filed for record Sept. 29, 1958, at 11:18 A.M.
by The Security Title Guarantee Corp. of Balto.

MORTGAGE

FROM

CHARLES C. HAMEL, JR. and

ALICE J. HAMEL, his wife,

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Geneva Rd. ... Beach

BLOCK NO. ___

Received for Record ___ SEP 29 1958

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

Liber ___ No. ___ Folio ___ etc.,

one of the ___ Records of ___

and examined per ___

___, Clerk.

Cost of Record, $12.50

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

The Daily Record Company, Baltimore, Md.

FILE NO. 37251
WRITTEN BY
FORM APPROVED
READY FOR

LIBER 122 PAGE 203

| | | |
|---|---|---|
| WILLIAM C. ROGERS,<br>Attorney Named in Mortgage<br><br>vs.<br><br>CHARLES C. HAMEL, JR. and<br>ALICE J. HAMEL, his wife | : | IN THE<br><br>CIRCUIT COURT<br><br>FOR<br><br>ANNE ARUNDEL COUNTY |

:::::::::: No. 13,439 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Charles C. Hamel, Jr. and Alice J. Hamel, his wife, to Fraternity Federal Savings and Loan Association dated September 24, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1239, folio 13.

Charles C. Hamel & wife
Lots 17, 18, and 19 section 30
Sunset Beach
Anne Arundel County, Maryland

September 18, 1959

| | |
|---|---|
| Original amount of Loan | $10,650.00 |
| Interest | 647.34 |
| Late Charges | 19.92 |
| Sewer Charges | 21.00 |
| Taxes | 144.98 |
| | $11,483.24 |
| Less Payments | 915.95 |
| Balance | $10,567.29 |

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

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

I HEREBY CERTIFY that on this 18th day of September, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

1959 OCT 1

Notary Public

6

| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney Named in Mortgage | : | IN THE |
| | : | CIRCUIT COURT |
| vs. | : | FOR |
| CHARLES C. HAMEL, JR. and ALICE J. HAMEL., his wife | : | ANNE ARUNDEL COUNTY |

: : : : : : : : : : :

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

On this 26th day of October 1959, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Charles C. Hamel, Jr. and Alice J. Hamel, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said Charles C. Hamel, Jr. and Alice J. Hamel, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED

1959 OCT 29 PM 12:18

7

| | | |
|---|---|---|
| WILLIAM C. ROGERS<br>Attorney Named in Mortgage | * | IN THE |
| | * | CIRCUIT COURT |
| vs. | * | FOR |
| CHARLES C. HAMEL, JR. and<br>ALICE J. HAMEL, his wife | * | ANNE ARUNDEL COUNTY |

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

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Charles C. Hamel, Jr. and Alice J. Hamel, his wife, to Fraternity Federal Savings and Loan Association dated September 24, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1239, folio 13.

Charles C. Hamel & wife
Lots 17 18 19 Section 30
Sunset Beach
Anne Arundel County, Maryland

October 16, 1959

| | |
|---|---|
| Original amount of Loan | $10,650.00 |
| Interest through October | 699.88 |
| Late Charge | 23.24 |
| Sanitary Charge | 21.00 |
| Taxes | 144.98 |
| Fire Insurance | 22.68 |
| | $11,561.78 |
| Less Payments | 915.95 |
| Balance | $10,645.83 |

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William C. Riggs
WILLIAM C. RIGGS, Secretary

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

I HEREBY CERTIFY that on this 16th day of October, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

1959 OCT 29 P 12:13

Herbert C. Moore
HERBERT C. MOORE Notary Public

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LIBER 122 PAGE 206

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 10 PAGE 116

No. 13,439 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND SIX HUNDRED FIFTY AND 00/100 ($10,650.00) - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - 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 26th day of October in the year of our Lord 1959

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from Charles C. Hamel, Jr. and Alice J. Hamel, his wife to Fraternity Federal Savings and Loan Association, a body Corporate bearing date the 24th day of September, 1958 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1239 Folio 13 and William C. Rogers

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers

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

In Testimony Whereof, the above bounden William C. Rogers

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:*

Herbert C. Moore — William C. Rogers (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony *As to Surety*

By Joseph C. McHugh *Attorney-in-Fact*

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

FILED
1959 OCT 29 PM 12:18

Bond approved this 28th day of October 1959
George T. Cromwell, Clerk

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

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

# ATTORNEY'S SALE

**OF VALUABLE**

# Improved Fee Simple Property

**AT SUNSET BEACH, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY**

Under and by virtue of a power of sale contained in a Mortgage from Charles C. Hamel, Jr., and Alice J. Hamel, his wife, to Fraternity Federal Savings and Loan Association, dated September 24th, 1958, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1239, folio 13, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

# Saturday, Oct. 31, 1959

**at 11:00 A. M.**

All those lots with improvements thereon, described as follows: Being known and designated as Lots Nos. 17, 18 and 19 in Section 30 of Sunset Beach, with a total frontage of about 60 feet on Geneva Road as shown on a Plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 79 (New reference is Plat Book 9, page 22). Being the same lots conveyed to said Mortgagors by Vernon Bosley, Jr., and wife by deed dated September 24, 1958, recorded in G.T.C. No. 1239, folio 11. Subject to the legal operation and effect of covenants, restrictions and agreements of record.

**IMPROVEMENTS**: This property is improved by a one-story stucco dwelling, with 5 rooms and bath; hot air oil heat.

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

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

1959 NOV -3 PM 10:41

— PRINTED BY —
CA  AL-GAZETTE PRESS, INC., ANNAPOLIS, MD.

LIBER 122 PAGE 208 No. 13439 Equity

I hereby certify that I have this 31st day of October, 1959, sold the within described property to Fraternity Federal Savings and Loan Association - - - - - - - at and for the sum of Seven Thousand Dollars ($7,000.00) - - - - - - - - - - - - it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association has on this 31st day of October, 1959, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Seven Thousand - - - - - - - - - - - - - - - - - - - - - - Dollars ($7,000.00 ), and it hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY

ATTORNEY

FILED

1959 NOV -3 PM 10:41

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| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney | * | IN THE |
| Named in Mortgage | * | CIRCUIT COURT |
| vs. | * | FOR |
| CHARLES C. HAMEL, JR. and | * | ANNE ARUNDEL COUNTY |
| ALICE J. HAMEL, his wife | * | |

* * * * * * * 13,439 Equity

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Lots No. 17, 18 and 19 in Section 30 of Sunset Beach, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, October 31, 1959 at 11:00 A.M., attend at the Court House Door, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Fraternity Federal Savings and Loan Association, a body corporate at and for the price of $7,000.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

I HEREBY CERTIFY that on this 27 day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in anf for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE Notary Public

FILED

1959 NOV -3 AM 10:41

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LIBER 122 PAGE 210

# ORDER NISI

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

CHARLES C. HAMEL, JR. and ALICE J. HAMEL, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,439 Equity

Ordered, this 3rd day of November, 1959, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next.

The report states that the amount of sale was $7,000.00

FILED 1959 NOV 3 AM 10:41

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

CHARLES C. HAMEL, JR. and ALICE J. HAMEL, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th 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.

Benjamin Michaelson
JUDGE.

1959 DEC -8 PM 1:01

LIBER 122 PAGE 211 OFFICE

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Winson G. Gott, Jr. Atty.
Lee Bldg., Annapolis, Md.

**Attorney's Sale Of Valuable Fee Simple Property**

Under and by virtue of a power of sale contained in a Mortgage from Charles C. Hamel, Jr. and Alice J. Hamel, his wife, the undersigned as Attorney named in the Mortgage will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Md. on SATURDAY, OCTOBER 31, 1959, at 11 A.M., Lots Nos. 17, 18 and 19, in Section 30, SUNSET BEACH, improved by a one-story stucco dwelling, with 5 rooms and bath; hot-air oil heat. For further particulars see advertisement in Evening Capital, October 23 and 30.

WILLIAM C. ROGERS, Attorney named in Mortgage, Rogers Bldg., 113 E. Baltimore St., Baltimore 2, Md.

ROBERT H. CAMPBELL, Auctioneer

O-29

## CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1959

We hereby certify, that the annexed Attorney's Sale

Charles C. Hamel, Jr.

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, ~~once a week~~ for 1 ~~successive weeks~~ insertion before the 31st day of October, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 1-2-22 1959 NOV -5 PM 12:19

14

Winson G. Gott, Jr., Attorney
Lee Bldg., Annapolis, Md.

# Attorney's Sale

## OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT SUNSET BEACH, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Charles C. Hamel, Jr. and Alice J. Hamel, his wife, to Fraternity Federal Savings and Loan Association, dated September 24, 1958, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1239, folio 13, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

**Saturday, Oct. 31, 1959 at 11:00 A. M.**

All those lots with improvements thereon, described as follows: Being known and designated as Lots Nos. 17, 18 and 19 in Section 30 of Sunset Beach, with a total frontage of about 60 feet on Geneva Road as shown on a Plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 79 (New Reference is Plat Book 9 page 22). Being the same lots conveyed to said Mortgagors by Vernon Bosley, Jr. and wife by deed dated September 24, 1958, recorded in GTC No. 1239, folio 11. Subject to the legal operation and effect of convenants, restrictions and agreements of record.

IMPROVEMENTS: This property is improved by a one-story stucco dwelling, with 5 rooms and bath; hot-air oil heat.

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

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

ROBERT H. CAMPBELL, Auctioneer

O-30

LIBER 122 PAGE 212 OFFIC OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# 134396

# CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1959

We hereby certify, that the annexed

Attorney's Sale

Charles C. Hamel, Jr.

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of October, 1959. The first insertion being made the 9th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

19 59 NOV 12 PM 1:37

LIBER 122 PAGE 213 OFF. : OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,439 Equity
WILLIAM C. ROGERS
Attorney Named in Mortgage
vs.
CHARLES C. HAMEL, JR. and
ALICE J. HAMEL, his wife

Ordered, this 3rd day of November, 1959, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next.

The report states that the amount of sale was $7,000.00.

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

No. M. G. 12169

16

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,439

Charles C. Hamel, Jr.

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of December, 1959. The first insertion being made the 5th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 DEC -1 By T. McTilghman

LIBER 122 PAGE 214

*In the Case of*

William C. Rogers,
Attorney named in Mortgage
VS.
Charles C. Hamel, Jr.,
and
Alice J. Hamel, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,439 Equity

*To the Honorable, the Judges of said Court:*

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

December 17, 1959

FILED
1959 DEC 22 AM 11:22

Dr. William C. Rogers, Attorney named in Mortgage vs. Charles C. Hamel , Jr., and Alice J. Hamel, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 300 | 00 | | |
| To Attorney for Commissions, viz: | 241 | 30 | 541 | 30 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 28 | 00 | | |
| Auditor - stating this account | 13 | 50 | 51 | 50 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 71 | 32 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| Speer Publications, Inc. - handbills | 13 | 30 | | |
| Fidelity & Deposit Co. of Md.-bond premium | 21 | 30 | | |
| Robert H. Campbell - auctioneer's fee | 35 | 00 | | |
| One-half Federal documentary stamps | 3 | 85 | | |
| One-half State documentary stamps | 7 | 70 | | |
| Herbert J. Moore - notary fees | 2 | 00 | 181 | 47 |
| To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 6,293 | 24 | 6,293 | 24 |
| | | | 7,067 | 51 |
| Amount of mortgage claim filed | 10,645 | 83 | | |
| Cr. Amount allowed above | 6,293 | 24 | | |
| Balance subject to decree in personam | 4,352 | 59 | | |

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1959 | | | | | | | |
| Oct. | 31 | Proceeds of Sale | | 7,000 | 00 | | |
| | | Interest on deferred payment of $6,500.00 - 1 month 10 days | | 43 | 34 | 7,043 | 34 |
| | | Refund 1959 State and County taxes- 2 months | | 24 | 17 | 24 | 17 |
| | | | | | | 7,067 | 51 |

**ORDER NISI** LIBER 122 PAGE 217

William C. Rogers,
Attorney named in Mortgage
VERSUS
Charles C. Hamel, Jr.,
and
Alice J. Hamel, his wife

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 13,439 Equity.

ORDERED, This 22nd 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 1st day of ~~xxxxxxx~~ 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 1st day of ~~xxxxxxx~~ February next.

[signature]

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 3rd day of February, 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
960 FEB -3 PM 3:48

[signature]
Judge

LIBER 122 PAGE 218 OFFI OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,439 Equity
WILLIAM C. ROGERS,
Attorney named in Mortgage
vs.
CHARLES C. HAMEL, JR. and
ALICE J. HAMEL, his wife

Ordered, this 22nd 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 1st 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 1st day of February next.

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

J-14

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,439

Auditor Account

Charles C. Hamel, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of February, 1960. The first insertion being made the 25th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12 X 4860 FEB -3 AM 11:03 By H. Tilghman

21

LIBER 122 PAGE 219

| | | |
|---|---|---|
| Edward J. Brannan, | * | In The Circuit Court |
| Attorney Named in Mortgage | * | For |
| vs. | | |
| | * | Anne Arundel County (In Equity) |
| Louis F. Souza and | | |
| Janet E. Souza, his wife | | No. 13,434 Equity |

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

Mr. Clerk:

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

1 - Original Mortgage from Louis F. Souza and Janet E. Souza, his wife to the Leeds Federal Savings and Loan Association, dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1191, folio 256 etc..

Edward J. Brannan

Edward J. Brannan,
Attorney Named in Mortgage.

FILED

1959 SEP 29 AM 9:30

City-County Form.

LIBER 122 PAGE 220

LIBER 1191 PAGE 256

No. 13,434 Equity

# This Mortgage,

Made this 11th day of March, in the year one thousand, nine hundred and fifty-eight, between Louis F. Souza and Janet E. Souza, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - - - - - - - - - - - - - - - - EIGHTY-FIVE HUNDRED ($8500.00) - - - - - - - - - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of SIXTY and 90/100 ($60.90) - - - - - - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

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

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

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

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

Lot numbered 13, in Block No. 14, Section 2, as shown on the Plat of Harundale, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plat Nos. 1, 2, 3, 4 and 5 and now recorded in Plat Book No. 20, folio 22. The improvements thereon being known as 1325 Howard Road.

BEING the same lot of ground and premises which by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Keith A. Lane and Frances J. Lane, his wife, unto Louis F. Souza and Janet E. Souza, his wife, the Mortgagors herein.

2

FILED

1959 SEP 29 AM 9:30

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

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

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

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

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan

Louis F. Souza (SEAL)

Janet E. Souza (SEAL)

(SEAL)

(SEAL)

LIBER 1191 PAGE 259

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

I HEREBY CERTIFY that on this 11th day of March, 19 58, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City~~ County aforesaid, personally appeared Louis F. Souza and Janet E. Souza, his wife,

the Mortgagors, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Robert W. Bratton President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan
Edward J. Brannan Notary Public.

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

Rec'd for record Mar 18 1958 at 11:19 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL CO.

Edward J. Brannan, Attorney
Named in Mortgage

vs.

Louis F. Souza and
Janet E. Souza, his wife

"PLAINTIFFS' EXHIBIT NO. 1".

RECORD AND RETURN TO
EDWARD J. BRANNAN
EQUITABLE BUILDING
BALTIMORE 2, MD.

LIBER 122 PAGE 224

| | | |
|---|---|---|
| Edward J. Brannan,<br>Attorney Named in Mortgage | * | IN THE CIRCUIT COURT |
| | * | FOR |
| vs. | * | ANNE ARUNDEL COUNTY |
| | * | Docket No._____, Folio_____ |
| Louis F. Souza and<br>Janet E. Souza, his wife | * | Case No. 13,434 Equity |

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Louis F. Souza and Janet E. Souza, his wife, dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1191, folio 256 etc..

| | |
|---|---|
| Original Amount of Mortgage | $ 8500.00 |
| Interest to October 28, 1959 | 211.36 |
| | $ 8711.36 |
| Less Expense Account | 30.39 |
| Total | $ 8680.97 |

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

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 28th day of September in the year 1959, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED
1959 SEP 29 AM 9:30

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

6

LIBER 122 PAGE 225

| | | |
|---|---|---|
| Edward J. Brannan,<br>Attorney Named in Mortgage | * | IN THE CIRCUIT COURT |
| | * | FOR |
| vs. | * | ANNE ARUNDEL COUNTY |
| Louis F. Souza and<br>Janet E. Souza, his wife | * | DOCKET NO. _____, FOLIO _____ |
| | * | Case NO. 13434 |

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

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

Subscribed and sworn to before me
this 29th day of September, 1959

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public

FILED

1959 OCT -2 AM 11:59

1

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55)

LIBER 122 PAGE 226

IN THE CIRCUIT COURT OF Anne Arundel County LIBER 10 PAGE 93

STATE OF MARYLAND

Edward J. Brannan Attorney named in the Mortgage

vs

Louis F. Souza and Janet E. Souza, his wife

BOND OF Attorney

TO SELL Real Estate

No. 13,434 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Edward J. Brannan of 541 Equitable Building, Balto., 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 and 00/100 - - - - - - - - - - - - - - - - - Dollars ($ 9,000.00 ), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of September, in the year of our Lord, nineteen hundred and fifty nine.

WHEREAS, the above bounden Edward J. Brannan

by virtue of the power contained in a mortgage from Louis F. Souza and Janet E. Souza, his wife to Leeds Federal Savings and Loan Association bearing date the 11th day of March, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC 1191 Folio 256 and

Edward J. Brannan

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By [signature]

Charles E. Shelds, Attorney-in-fact

B. L. Bolling

B.L. Bolling, Witness to Surety

Bond approved this 2nd day of October 1959

George T. Cromwell, Clerk

1959 OCT -2 AM 11:59

FILED

8

| | | |
|---|---|---|
| Edward J. Brannan<br>Attorney Named in Mortgage | * | IN THE CIRCUIT COURT<br>OF<br>ANNE ARUNDEL COUNTY<br>(IN EQUITY) |
| vs. | * | Docket No._____, Folio_____ |
| Louis F. Souza and<br>Janet E. Souza, his wife | * | Case No. 13,434 |

* * * * * * * * * * *

CERTIFICATION

The undersigned Auctioneer hereby Certifies that on this 28th day of October, 1959, he sold at public auction, for the highest price obtainable, to Lottie E. Jacobs, Leroy Jacobs and Meyer Mindel - - - - - - - - - - - - - - , the following described property:

Lot numbered 13, in Block No. 14, Section 2, as shown on the Plat of Harundale, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plat Nos. 1, 2, 3, 4, and 5 and now recorded in Plat Book No. 20, folio 22. The improvements thereon being known as 1325 Howard Road.

At and for the price of NINE THOUSAND TWENTY-FIVE DOLLARS ($9,025.00) - - - .

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

Witness:

Betty Y. Tueschler

[signature] President.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of NINE THOUSAND TWENTY-FIVE DOLLARS ($9,025.00) - - - - - - - - - - - - - .

Witness the hands and seals of the said purchasers.

Meyer Mindel (SEAL)

Lottie E. Jacobs (SEAL)

Edward J. Brannan

Leroy Jacobs (SEAL)

FILED

1959 NOV -2 AM 9:28

10

Edward J. Brannan, Attorney Named in Mortgage

vs.

Louis F. Souza and Janet E. Souza, his wife

* IN THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* DOCKET NO. _____, FOLIO _____

* CASE NO. 13,434

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1191, folio 256 etc., from Louis F. Souza and Janet E. Souza, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, preceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day of October, 1959 at 2 O'Clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Lottie E. Jacobs, Leroy Jacobs and Meyer Mindel, at and for the sum of Nine Thousand Twenty-Five Dollars ($9,025.00), which said price was the highest amount bid for the property.

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

FILED

1959 NOV -2 AM 9:27

Edward J. Brannan, Solicitor
541 Equitable Building
Baltimore, Maryland

**Mortgage Sale**

**OF DESIRABLE FEE SIMPLE PROPERTY**

known as
**1325 Howard Rd., Harundale, Glen Burnie Anne Arundel Co., Md.**

By virtue of and pursuant to the power of sale contained in the mortgage from Louis F. Souza and Janet E. Souza, his wife, to the Leeds Federal Savings and Loan Association, dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1191, folio 256 etc., (default having occurred under the convenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

**Wed., Oct. 28, 1959 at 2 o'clock P. M.**

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

Lot numbered 13, in Block No. 14, Section 2, as shown on the Plat of Harundale, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plat Nos. 1, 2, 3, 4 and 5 and now recorded in Plat Book No. 20, folio 22. The improvements thereon being known as 1325 Howard Road.

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

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

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

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

EDWARD J. BRANNAN, Attorney Named in Mortgage
E. T. NEWELL & CO., INC., Auctioneers

O-22

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 31st., of October in the year one thousand nine hundred fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

12

LIBER 122 PAGE 230

# ORDER NISI

Edward J. Brannan

Attorney Named in Mortgage

versus

Louis F. Souza and

Janet E. Souza, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,434 Equity

Ordered, this 2nd day of November, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next.

The report states that the amount of sale was $ 9,025.00

George T Cromwell Clerk.

True Copy,

FILED 1959 NOV 2 AM 9:27

TEST: _____ Clerk.

(Final Order)

Edward J. Brannan

Attorney Named in Mortgage

versus

Louis F. Souza and

Janet E. Souza, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th day of December, 19 59 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE.

13

FILED 1959 DEC -8 PM 1:01

Edward J. Brannan, Solicitor
541 Equitable Building
Baltimore, Maryland

**Mortgage Sale**

**OF DESIRABLE FEE SIMPLE PROPERTY**

known as
1325 Howard Rd., Harundale,
Glen Burnie Anne Arundel Co., Md.

By virtue of and pursuant to the power of sale contained in the mortgage from Louis F. Souza and Janet E. Souza, his wife, to the Leeds Federal Savings and Loan Association, dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1191, folio 256 etc., (default having occurred under the convenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

**Wed., Oct. 28, 1959**
**at 2 o'clock P. M.**

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

Lot numbered 13, in Block No. 14, Section 2, as shown on the Plat of Harundale, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plat Nos. 1, 2, 3, 4 and 5 and now recorded in Plat Book No. 20, folio 22. The improvements thereon being known as 1325 Howard Road.

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

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

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

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

EDWARD J. BRANNAN, Attorney Named in Mortgage
E. T. NEWELL & CO., INC., Auctioneers

O-22

13,224

OFFICE

LIBER 122 PAGE 231

# 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

Louis F. Souza

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of October, 1959. The first insertion being made the 1st day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 NOV -5 By: [illegible]

LIBER 122 PAGE 232

OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,434 Equity
EDWARD J. BRANNAN
Attorney Named in Mortgage
vs.
LOUIS F. SOUZA and
JANET E. SOUZA, his wife

Ordered, this 2nd day of November, 1959, That the sale of the Property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next.

The report states that the amount of sale was $9,025.00.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 13,434

Louis F. Souza

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 December, 1959. The first insertion being made the 5th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

15

FILED

No. M. G. 1954 DEC -2 PM 3:20

LIBER 122 PAGE 233

*In the Case of*

Edward J. Brannan,
Attorney named in Mortgage
vs.
Louis F. Souza
and
Janet E. Souza, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,434 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. Jacklevic
Auditor.

December 23, 1959

FILED
JAN -4 PM 12:07

By

Copy of Order Nisi rece. this 5 day of Jan. 1960 - MARYLAND GAZETTE
(Md.) Capital-Gazette Press, Inc.

91

Dr. Edward J. Brannan, Attorney named in Mortgage vs. Louis F. Souza and Janet E. Souza, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 150 | 00 | | |
| To Attorney for Commissions, viz: | 302 | 54 | 452 | 54 |
| 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 | 61 | 24 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| The Sun - advertising sale | 30 | 60 | | |
| U.S. Fidelity & Guaranty Co.-bond premium | 36 | 00 | | |
| E.T. Newell & Co.,Inc.-auctioneer's fee | 75 | 00 | | |
| Marguerite E. Wolf - notary fees | 1 | 50 | 231 | 34 |
| To Attorney for Benefit Charges, viz: | | | | |
| Metered water - adjusted | 4 | 64 | | |
| Maintenance charge - adjusted | 9 | 70 | 14 | 34 |
| To Leeds Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 8,358 | 54 | 8,358 | 54 |
| | | | 9,108 | 26 |
| Amount of mortgage claim filed | 8,680 | 97 | | |
| Cr. Amount allowed above | 8,358 | 54 | | |
| Balance subject to decree in personam | 322 | 43 | | |

17

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

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Oct. | 28 | Proceeds of Sale | 9,025 00 | |
| | | Interest on deferred payment of $8,525.00 to 12/10/59 | 59 64 | 9,084 64 |
| | | Refund 1959 State and County taxes and sanitary charges - 2 months 3 days | 23 62 | 23 62 |
| | | | | 9,108 26 |

18

**ORDER NISI** LIBER 122 PAGE 236

Edward J. Brannan,
Attorney named in Mortgage

VERSUS

Louis F. Souza
and
Janet E. Souza, his wife

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 13,434 Equity.

ORDERED, This 4th day of January, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of 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 8th day of February next.

Filed 4 Jan. 1969 - 12:45 P.M. George T. Cromwell Clerk

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 9th day of February, 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 FEB -9 PM 2:10

19

D. Bonie Duckett

LIBER 122 PAGE 237 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. 13,434 Equity
EDWARD J. BRANNAN,
Attorney Named in Mortgage
vs.
LOUIS F. SOUZA and
JANET E. SOUZA, his wife

Ordered, this 4th day of January, 1960, 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 8th 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 8th day of February next.

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

20

FILED

No. M. G. 1960 FEB -3 AM 11:08

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,434
Auditor Account
Louis F. Souza

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of February, 1960. The first insertion being made the 7th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 122 PAGE 238

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| JOHN F. HEFNER AND<br>CLEMMIA HEFNER, HIS WIFE<br>FRANK THOMPSON AND<br>MARY CATHERINE THOMPSON, HIS WIFE | : | (In Equity)<br>No. 13,356 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 John F. Hefner and Clemmia Hefner, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 115.

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1959 AUG -6 PM 1:01

LIBER 122 PAGE 239

LIBER 1166 PAGE 115

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. 15,356 Equity

THIS MORTGAGE, made this 13th day of November, A. D. 19 57, by and between JOHN F. HEFNER and CLEMMIA HEFNER, 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 SIX HUNDRED AND 00/100ths Dollars ($ 14,600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum ( 4½ %) per annum until paid, principal and interest being payable at the office of 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-THREE and 98/100ths Dollars ($ 73.98), commencing on the first day of January, 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 ~~xxxxxxxxx~~ November 13, 1987. ~~xxxx~~. 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 3rd Election District, Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. Twelve (12), Block F, as shown on Plat "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Associates Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

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 which was granted and conveyed by Old Orems Building and Development Corporation unto the within named Mortgagors.

2

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

FILED

1959 AUG -6 PM 1:01

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:

**Norge Washer**
**Norge Dryer**
**Norge 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 **Walter S. Calwell or Joseph J. Callahan**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

5



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

Maurice F. Mackey Jr.

MAURICE F. MACKEY, JR.

John F. Hefner [SEAL]
JOHN F. HEFNER

[SEAL]

Clemmia V. Hefner [SEAL]
CLEMMIA HEFNER

[SEAL]

LIBER 122 PAGE 242

---

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1166 PAGE 119

I HEREBY CERTIFY, That on this 13th day of November, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City, State aforesaid, personally appeared John F. Hefner and Clemmia Hefner, 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.

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

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

Rec'd for record Nov. 14 1957 at 12:45 P.M.
Mailed to The Colonial Title Guarantee Co.

Mail No. 46052
n by D.H.
ved by Cy Examiner
for Record NFM

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JOHN F. HEFNER AND
CLEMMIA V. HEFNER, HIS WIFE
FRANK THOMPSON AND
MARY CATHERINE THOMPSON,
HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, LIBER 122 PAGE 243 IN THE

Attorney Named in Mortgage CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

No. 13356 Equity

JOHN F. HEFNER AND
CLEMMIA HEFNER, HIS WIFE
FRANK THOMPSON AND
MARY CATHERINE THOMPSON, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **John F. Hefner and Clemmia Hefner, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **13th** day of **November** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1166** Folio **115** .

| | |
|---|---|
| **Amount of Mortgage** | $14,600.00 |
| **Less - amount paid on principal** | 194.32 |
| | 14,405.68 |
| **Plus - interest to 8/28/59** | 590.60 |
| | 14,996.28 |
| **Plus - overdraft in expense account** | 136.94 |
| | 15,133.22 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **30th** day of **July** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

GIVEN under my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

FILED

1959 AUG -6 PM 1:01

Clara M. Link
Notary Public

Clara M. Link

LIBER 122 PAGE 244

No. 13,356 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of July 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants John F. Hefner and Clemmia V. Hefner, his wife Frank Thompson and Mary Catherine Thompson, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

7

FILED

1959 AUG -6 PM 1:01

Mortgagee and Attorney's Bond. LIBER 122 PAGE 245 1-369

NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 81

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y

#298921
Equity No. 13,356

# Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, 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 TWO HUNDRED AND NO/100 ($15,200.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of September 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 John F. Hefner and Clemmie V. Hefner, his wife, & Frank Thompson and Mary Catherine Thompson, his wife, to Baltimore Federal Savings & Loan Association bearing date the 13th day of November nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1166, Folio 115, and

Lot 12, Block "F", Blossom Hills

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. Frick
~~Attest:~~ WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By: H. H. Nichols, Attorney-in-Fact

Bond filed and approved this 16th day of September 1959
George T. Cromwell, Clk.

1959 SEP 16 AM 9:30

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 John F. Hefner and Clemmia V. Hefner, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 57 (default having occurred thereunder the undersigned, Attorney, will sell at Public Auction on the premises on

**Wed., Sept. 16th, 1959 at 3 P. M. (E.D.T.)**

all that fee simple lot of ground and improvements, situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:-

Being known and designated as Lot No. 12 Block F, 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 east side of Dupont Avenue.

TOGETHER with the building 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 covenants and—or Utility Agreements, of record, affecting the property.

The improvements consist of a one story, ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat, built in garage.

TERMS OF SALE:-A cash deposit of $500.00 will be required of the purchaser 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 Names in Mortgage
E. T. NEWELL & CO. INC.,
Auctioneer s-10

LIBER 122 PAGE 246 OFFIC. OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1959

We hereby certify, that the annexed

Attorney's Sale

John F. Hefner

No. 13,356 G

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 SEP 16 AM 10 50

By W. Tilghman

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 John F. Hefner and Clemmia V. Hefner, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 57 (default having occurred thereunder the undersigned, Attorney, will sell at Public Auction on the premises on

**Wed., Sept. 16th, 1959 at 3 P.M. (E.D.T.)**

all that fee simple lot of ground and improvements, situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:-

Being known and designated as Lot No. 12 Block F, 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 east side of Dupont Avenue.

TOGETHER with the building 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 covenants and—or Utility Agreements, of record, affecting the property.

The improvements consist of a one story, ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat, built in garage.

TERMS OF SALE:-A cash deposit of $500.00 will be required of the purchaser 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

s-10



| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| VS. | : | FOR |
| JOHN F. HEFNER AND CLEMMIA V. HEFNER, HIS WIFE, FRANK THOMPSON AND MARY CATHERINE THOMPSON, HIS WIFE | : | ANNE ARUNDEL COUNTY (In Equity) No. 13,356 |

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 13th, 1957 and recorded among the Land Records of Anne Arunderl County in Liber G.T.C. No. 1166 folio 115 from said said John F. Hefner and Clemmia F. Hefner, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 16th day of September 1959 at three 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 known as Lot No. 12, Block F, as shown on Plat "Blossom Hills, Section 1 Amended and Section 2" which Plat is 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.

10

FILED
1959 SEP 18 AM 9:34

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 Thirteen Thousand four Hundred ($13,400.00) 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 17th day of September, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

11

LIBER 122 PAGE 249

# ORDER NISI

Walter S. Calwell,

Attorney Named in Mortgage

versus

John F. Hefner and Clemmia V. Hefner, his wife, Frank Thompson and Mary Catherine Thompson, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,356 Equity

Ordered, this 18th day of September, 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 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 $13,400.00

True Copy,

George T. Cromwell Clerk.

FILED 1959 SEP 18 AM 9:34

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,

Attorney Named in Mortgage

versus

John F. Hefner and Clemmia V. Hefner, His Wife, Frank Thompson and Mary Catherine Thompson, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of October, 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.

12

FILED
1959 OCT 30 PM 3:49

LIBER 122 PAGE 250 OFF. 2 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. 13,356 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
vs.
JOHN F. HEFNER and CLEMMIA V. HEFNER, his wife, FRANK THOMPSON and MARY CATHERINE THOMPSON, his wife

Ordered, this 18th day of September, 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 26th day of October next; Provided, a copy of this Order be inserted 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 $13,400.00.

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. 13,356

Sale

John F. Hefner

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

13 FILED

No. M. G. 11495 OCT 29 AM 10:13

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
VS.
John F. Hefner
and
Clemmia Hefner, his wife, et al

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,356 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.

December 29, 1959

Laura K. Fielding
Auditor.

FILED
1960 JAN -5 AM 10:01

Dr. Walter S. Calwell, Attorney named in Mortgage vs. John F. Hefner and Clemmia Hefner, his wife — in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 435 | 02 | 485 | 02 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 28 | 00 | | |
| Auditor - stating this account and two copies | 18 | 00 | 56 | 00 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press -advertising sale | 64 | 76 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| New Amsterdam Casualty Co.-bond premium | 60 | 80 | | |
| E.T. Newell & Co.,Inc.- auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 7 | 43 | | |
| One-half State documentary stamps | 14 | 85 | | |
| Clara M. Link - notary fees | 1 | 25 | 201 | 09 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 12,807 | 62 | 12,807 | 62 |
| | | | 13,549 | 73 |
| Amount of mortgage claim filed | 15,133 | 22 | | |
| Interest on principal balance of $14,405.68 from 8/28/59 to 9/16/59 | 34 | 21 | | |
| | 15,167 | 43 | | |
| Cr. Amount allowed above | 12,807 | 62 | | |
| Balance subject to decree in personam | 2,359 | 81 | | |

15

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

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Sept. | 16 | Proceeds of Sale | 13,400 00 | |
| | | Interest on deferred payment to 11/1/59 | 100 70 | 13,500 70 |
| | | Refund 1959 State and County taxes ($169.85) - 3 months 14 days | 49 03 | 49 03 |
| | | | | 13,549 73 |

1.6

***ORDER NISI*** LIBER 122 PAGE 254

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

John F. Hefner
and
Clemmia Hefner, his wife, et al

**In the**
# CIRCUIT COURT
**For**
## ANNE ARUNDEL COUNTY

No. 13,356 Equity.

**ORDERED,** This 5th day of January, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

**BE RATIFIED AND CONFIRMED,** unless cause to the contrary be shown on or before the 8th day of 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 8th day of February next.

George T. Cromwell

FILED
1960 JAN -5 PM 1:10

***In the Circuit Court for Anne Arundel County***

**ORDERED BY THE COURT,** this 9th day of February, 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 FEB -9 PM 2:11

O. Bruce Duckett
Judge

LIBER 122 PAGE 255 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. 13,356 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
JOHN F. HEFNER and
CLEMMIA HEFNER, his wife,
et al

Ordered, this 5th day of January, 1960, 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 8th 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 8th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-2

18

FILED

No. 13356 FEB 2 PM 1:59

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,356

Auditor Account

John F. Hefner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of February, 1960. The first insertion being made the 7th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 122 PAGE 256

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| WILLIAM EUGENE THOMPSON AND<br>ETHEL MAE THOMPSON, HIS WIFE<br>Litzo Investment Corp. | : | (In Equity) |

No. 13,357 Equity

Mr. Clerk:

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

1. Original Mortgage from the said William Eugene Thompson and Ethel Mae Thompson, his wife to Baltimore Federal Savings and Loan Association, dated March 21st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 folio 172.

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1959 AUG -6 PM 1:01

LIBER 122 PAGE 257

LIBER 1192 PAGE 172

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.

MARYLAND

# MORTGAGE

No. 13357 County

THIS MORTGAGE, made this 21st day of March, A. D. 19 58, by and between WILLIAM EUGENE THOMPSON and ETHEL MAE THOMPSON, 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 FIFTEEN THOUSAND FIVE HUNDRED Dollars ($ 15,500.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum ( 4½%) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland 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-eight and 54/100ths Dollars ($ 78.54 ), commencing on the first day of May, 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~~ March 20, 1988, ~~as~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 108, Block C, as laid out and shown on 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 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 to the herein named Mortgagors.

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1959 AUG -6 PM 1:01

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

LIBER 122 PAGE 258

LIBER 1192 PAGE 173

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:

**Norge Refrigerator - C 117 S - - - $200.00**
**Norge Washer AW-16 - - - - - - - - $140.00**
**Norge Dryer RD-12-16 - - - - - - - - $135.00**

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 **Walter S. Calwell or Joseph J. Callahan**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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

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

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

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

Witness: Robert F. Nayden
ROBERT F. NAYDEN

William Eugene Thompson [SEAL]
William Eugene Thompson
[SEAL]

Ethel Mae Thompson [SEAL]
Ethel Mae Thompson
[SEAL]

LIBER 122 PAGE 260

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STATE OF MARYLAND, **CITY OF BALTIMORE,** to wit: LIBER 1192 PAGE 176

I HEREBY CERTIFY, That on this **21st** day of **March**, 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 Eugene Thompson and Ethel Mae Thompson, his wife,** the above named Mortgagors, and **they** acknowledged the foregoing mortgage to be **their respective** act.

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

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

Robert F. Nayden
ROBERT F. NAYDEN *Notary Public.*

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Mar 22 1958 at 10.42 A.M.
Mailed to The Colonial Title Guarantee Co.

plication No. 47102
itter No. GSP
proved by Cog Examiner
ady for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

WILLIAM EUGENE THOMPSON AND
ETHEL MAE THOMPSON, HIS WIFE
LITZO INVESTMENT CORP.

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, LIBER 122 PAGE 261 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

WILLIAM EUGENE THOMPSON AND
ETHEL MAE THOMPSON, HIS WIFE
LITZO INVESTMENT CORP.

No. 13,357 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from William Eugene Thompson and Ethel Mae Thompson, his wife

to Baltimore Federal Savings and Loan Association

dated the 21st day of March 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 Folio 172 .

| | |
|---|---|
| Amount of Mortgage | $15,500.00 |
| Less - amount paid on principal | 61.23 |
| | 15,438.77 |
| Plus - interest to 8/28/59 | 748.84 |
| | 16,187.61 |
| Plus - overdraft in expense account | 126.26 |
| | 16,313.87 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 31st day of July in the year nineteen hundred and fifty-nine before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

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

AS WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link Notary Public

FILED
1959 AUG -6 PM 1:01

6

LIBER 122 PAGE 262

MILITARY AFFIDAVIT No. 13,357 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 31st day of July 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants William Eugene Thompson and Ethel Mae Thompson, his wife against whom foreclosure proceedings were instituted not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

7

FILED

1959 AUG -6 PM 1:01

Mortgagee and Attorney's Bond. LIBER 122 PAGE 263 1-369

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

LIBER 10 PAGE 83

60 JOHN STREET
NEW YORK, N.Y.

#298923

Equity No. 13,357

# Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, 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 SIXTEEN THOUSAND FOUR HUNDRED AND NO/100 ($16,400.00) - - - - - - - - - - - - - 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 10th day of September 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 William Eugene Thompson and Ethel Mae Thompson, his wife, and Litzo Investment Corp. to Baltimore Federal Savings & Loan Association bearing date the 21st day of March nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1192, Folio 172, and

is about to sell the land and premises described in said Mortgage, Lot 108, Block "C", Blossom Hills default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered in the presence of

Clara M. Sink
~~Attest~~ WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond filed and approved
this 16th day of September 1959
George T. Cromwell, Clerk

1959 SEP 16 AM 9:30

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

# Attorney's Sale

## Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from William Eugene Thompson and Ethel Mae Thompson, his wife to Baltimore Federal Savings and Loan Association, dated March 21st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 folio 172 (default having occurred thereunder) the undersigned ~~Attorney will sell~~ at Public Auction on the premises on

**Wednesday, September 16th, 1959 At 3:40 P.M. (E. D. T.)**

all that fee simple lot of ground and improvements, situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 108 Block C, as laid down and shown on the Plat of Blossom Hills, Section 1 Second Amendment, dated April 197 made by James D. Hicks and Associates, Registered Surveyors, and duly recorded among the Land Records of Anne Arundel County in Plat Book No. 29 folio 34 — located at the northwesterly corner of Mountain Road and Broadway.

TOGETHER with the building 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 Agreements, of record, affecting the property.

The improvements consist of a one story ranch type dwelling containing 5 rooms, 1 bath, forced warm air oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser 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 date 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 s-10

LIBER 122 PAGE 264 OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1959

We hereby certify, that the annexed Attorney's Sale William Eugene Thompson. No. 13,357 Eq.

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 SEP 16 PM 10:30 By [signature] Tilghman

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

# Attorney's Sale

## Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from William Eugene Thompson and Ethel Mae Thompson, his wife to Baltimore Federal Savings and Loan Association, dated March 21st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 folio 172 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

**Wednesday, September 16th, 1959 At 3:40 P.M. (E. D. T.)**

all that fee simple lot of ground and improvements, situate, lying and being in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 108 Block C, as laid down and shown on the Plat of Blossom Hills, Section 1 Second Amendment, dated April 197 made by James D. Hicks and Associates, Registered Surveyors, and duly recorded among the Land Records of Anne Arundel County in Plat Book No. 29 folio 34 — located at the northwesterly corner of Mountain Road and Broadway.

TOGETHER with the building 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 Agreements, of record, affecting the property.

The improvements consist of a one story ranch type dwelling containing 5 rooms, 1 bath, forced warm air oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser 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 date 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

s-10

LIBER 122 PAGE 265

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| VS. | : | FOR |
| WILLIAM EUGENE THOMPSON AND ETHEL MAE THOMPSON, HIS WIFE LITZO INVESTMENT CORP. | : | ANNE ARUNDEL COUNTY (In Equity) No.13,357 |

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **March 21st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 folio 172** from said **William Eugene Thompson and Ethel Mae Thompson, his wife** to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in **"The Maryland-Gazette"** a newspaper published in **Anne Arundel** County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the **16th** day of **September, ~~xx~~ 1959 at 3.40 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 known and designated as Lot No. 108, Block C, as laid out and shown on Plat entitled "Blossom Hills, Section 1, Second Amendment" 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. Subject to the leaving open a strip of land, 10 feet in width, along and within the most northerly outline of this lot for the benefit of Lots 18 and 38 as shown on Plat of Section 1 "Blossom Hills" duly recorded among the aforesaid Land Records for ingress and egress.**

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1959 SEP 19 AM 9:20

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, by 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 Thirteen Thousand Five Hundred ($13,500.00) 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 **17th** day of **September, 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 122 PAGE 267

# ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

William Eugene Thompson and
Ethel Mae Thompson, His Wife
Litzo Investment Corp.

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,357 Equity

Ordered, this 19th day of September, 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 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 $ 13,500.00

True Copy,

George T. Cromwell Clerk.

FILED 1959 SEP 19 AM 9:20

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

William Eugene Thompson and
Ethel Mae Thompson, His Wife
Litzo Investment Corp.

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 28th day of October, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Brown
JUDGE.

12

FILED
1959 OCT 28 PM 2:57

LIBER 122 PAGE 268 OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,357 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

vs.

WILLIAM EUGENE THOMPSON and ETHEL MAE THOMPSON, his wife, Litzo Investment Corp.

Ordered, this 19th day of September, 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 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 $13,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-15

## CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,357

William Eugene Thompson

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

13

No. M. G. 11421 1959 OCT 28 By M. Tilghman

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
VS.
William Eugene Thompson
and
Ethel Mae Thompson, his wife, et al

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,357 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.

December 30, 1959

Laura K. Jenkins
Auditor.

FILED
1960 JAN -5 AM 10:01

Dr. Walter S. Calwell, Attorney named in Mortgage vs. William Eugene Thompson and Ethel Mae Thompson, his wife, et al in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 437 | 91 | 487 | 91 |
| 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 | 66 | 52 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| New Amsterdam Casualty Co.-bond premium | 65 | 60 | | |
| E.T. Newell & Co.,Inc. -auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 7 | 43 | | |
| One-half State documentary stamps | 14 | 85 | | |
| Clara M. Link - notary fees | 1 | 25 | 207 | 65 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 12,893 | 90 | 12,893 | 90 |
| | | | 13,645 | 46 |
| Amount of mortgage claim filed | 16,313 | 87 | | |
| Interest on principal balance of $15,438.77 @ 4½% from 8/28/59 to 9/16/59 | 36 | 67 | | |
| | 16,350 | 54 | | |
| Cr. Amount allowed above | 12,893 | 90 | | |
| Balance subject to decree in personam | 3,456 | 64 | | |

15

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1959 | | | | | | | |
| Sept. | 16 | Proceeds of Sale | | 13,500 | 00 | | |
| | | Interest on deferred payment to 10/29/59 | | 96 | 94 | 13,596 | 94 |
| | | Refund 1959 State and County taxes ($167.81) - 3 months 14 days | | 48 | 52 | 48 | 52 |
| | | | | | | 13,645 | 46 |

16

*ORDER NISI* LEER 122 PAGE 272

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

William Eugene Thompson

and

Ethel Mae Thompson, his wife, et al

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 13,357 Equity.

ORDERED, This 5th day of January, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of 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 8th day of February next.

George T. Cromwell

1960 JAN -5 PM 10:01

*In the Circuit Court for Anne Arundel County*

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

FILED

1960 FEB -9 PM 2:11

17

O. Bowie Duckett

Judge

LIBER 122 PAGE 273 OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,357 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
WILLIAM EUGENE THOMPSON
and
ETHEL MAE THOMPSON,
his wife, et al

Ordered, this 5th day of January, 1960, 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 8th 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 8th day of February next.

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

J-21

FILED

No. 13577 FEB 2 PM 1:59 18

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,357
Auditor Account

William Eugene Thompson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of February, 1960. The first insertion being made the 7th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 122 PAGE 274

| | | |
|---|---|---|
| LOUIS M. STRAUSS<br>124 South Street,<br>Annapolis, Maryland<br>Assignee | : | IN THE |
| | : | CIRCUIT COURT |
| | : | FOR |
| vs. | : | ANNE ARUNDEL COUNTY |
| RONALD G. HARMER and<br>NANNETTE C. HARMER, his wife<br>Whitney's Landing,<br>Severna Park, Maryland | : | EQUITY NO. 12,986 |

: : : : :

ORDER TO DOCKET FORECLOSURE AND EXHIBITS

Mr. Clerk:

Please docket above styled foreclosure suit, the certified copy of original mortgage and assignments thereof.

Louis M. Strauss - Assignee

MORTGAGE DEBT

To amount due by Ronald G. Harmer and Nannette C. Harmer, his wife, on mortgage debt secured by mortgage dated December 11, 1957, and recorded among the records of Anne Arundel County in Liber G.T.C. No. 1175, folio 484.

| | |
|---|---|
| To balance due on mortgage | $ 2,600.00 |
| Plus interest to November 11,1958 | 247.00 |
| | 2,847.00 |
| Less: Credits on principal and interest | 248.00 |
| Balance due to November 11,1958, with interest at 6% | $ 2,599.00 |

1958 County Taxes paid 4/16/59

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 3rd day of December, 1958, personally appeared Conrad C. Listman and Louise Listman, his wife, and Louis M. Strauss, Assignee, and each made oath in due form of law that the aforegoing account is true and that the said Ronald G. Harmer is not subject to the U. S. Selective Service Act or the Soldiers' and Sailors Civil Relief Act as amended.

Witness my hand and Notarial Seal.

Mildred F. Bean - Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1958 DEC -3 PM 1:47

1

LIBER 122 PAGE 275

MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC.—#278—10/1/58

LIBER 1175 PAGE 484

No. 12,986 Equity

**THIS MORTGAGE,** Made this 11th day of December,

In the year nineteen hundred and fifty-seven by and between

RONALD G. HARMER and NANNETTE C. HARMER, his wife,

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and

PETER MILLER, Widower, Mortgagee of the second part:

Whereas, the said Mortgagors have received from the said Mortgagee, an advance of Twenty Six Hundred ($2600.00) Dollars and are justly indebted unto the said Mortgagee in that amount, and which said sum the said Mortgagors have covenanted and agreed to repay to the said Mortgagee, together with interest at the rate of 6% per annum in the manner following: By the payment of Forty-One ($41.00) Dollars on or before the 15th day of each and every month from the date hereof until the whole of the principal sum and interest shall be paid, with interest computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the manner following: First, to the payment of interest; Second, to the payment of all taxes, water rents, assessments and other public charges of every nature and description, fire and extended coverage, insurance premiums and other charges affecting the hereinafter described property; and Third, the payment of the aforesaid Principal sum.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Ronald G. Harmer and Nannette C. Harmer, his wife,

do grant and convey unto Peter Miller, Widower, his executors, administrators, heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the State of Maryland, Third Election District of Anne Arundel County aforesaid, and described as follows, to wit:—~~Beginning for~~

BEGINNING at an iron pipe now set on the Westernmost side of the Governor Ritchie Highway as laid out One Hundred Fifty (150) feet wide, where it is intersected by the Southernmost side of Chestnut Hill Avenue, as laid out Fifty (50) feet wide, said point of intersection being South Twenty-Eight (28) degrees Sixteen (16) minutes East Eighteen Hundred Fifty-Seven and Five-Tenths (1857.5) feet from a point where the first or South Eighty-Nine and One-Sixth (89 1/6) degrees East Thirty-Eight and One-Fourth (38 1/4) perch line of the whole tract described in a deed from Lemuel W. Haslup to Mary G. Gover, recorded in Liber G.W. No. 54, folio 95, intersects the Westmost side of said highway; and running thence with the Westmost side of said highway South Twenty-Eight (28) degrees Sixteen (16) minutes East Two Hundred Nineteen and Forty-Five-One Hundredths (219.45) feet to an iron pipe now set where said highway is intersected by the North Eighty-Two (82) degrees West line of the said whole tract; thence leaving said highway and running with said line with correction for magnetic variation North Seventy-Eight (78) degrees Thirty (30) minutes West Four Hundred Nine and Six-Tenths (409.6) feet to an iron pipe now set on the Southmost side of Chestnut Hill Avenue at a point South Seventy-Eight (78) degrees Thirty (30) minutes East Fourteen and Seventy-Eight One Hundredths (14.78) feet from a stone heretofore set at the end of the said North Eighty-Two (82) degrees West line; thence with the Southmost side of said Avenue North Sixty-Nine (69) degrees Fifty-Four (54) minutes East Three Hundred Sixteen and Two Tenths (316.2) feet to the place of beginning, containing Eighty-Three One-Hundredths (.83) acres of land, more or less.

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 Peter Miller, Widower, to the said Mortgagors.

FILED

1958 DEC -3 PM 1:49

2

LIBER 122 PAGE 276

LIBER 1175 PAGE 485

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 Peter Miller, Widower, his executors, administrators, heirs and assigns, forever.

Provided, that if the said Ronald G. Harmer and Nannette C. Harmer, his wife, their assigns, the survivor of them, his or her executor, administrators

~~executors, administrators or assigns~~, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twenty Six Hundred ($2600.00) 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.

3

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 his 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 Fifty ($50.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said 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 Three Thousand ($3,000.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, his executors, administrators or assigns, to the extent of his lien or claim hereunder.

Witness our hands and seals.

TEST:

Louise P. Hard

Ronald G. Harmer [SEAL]

Nannette C. Harmer [SEAL]

[SEAL]

4

LIBER 122 PAGE 278

State of Maryland, County of Baltimore ss: LIBER 1175 PAGE 487

I Hereby Certify, that on this 11th day of December, in the year one thousand nine hundred and fifty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared RONALD G. HARMER and NANNETTE C. HARMER, 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 PETER MILLER, Widower, the Mortgagee named in the foregoing Mortgage, 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.

Louise P. Ward

Louise P. Ward - Notary Public

Rec'd for record Dec 26, 1957 at 9.44 A.M.

Mailed to Meyer & Meyer

For value received I hereby assign the within mortgage and the debt thereby secured to Conrad C. Listman and Louie Listman, his wife. Witness my hand and seal this 30th day of June, 1958.

Witness:

Mildred L. Bean

Peter Miller (Seal)

Rec. June 30th, 1958 at 2:27 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Mortgage and Short Assignment as recorded in Liber G. T. C. No. 1175, Folio 484, 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 26th day of November, A. D., 1958.

George T. Cromwell

George T. Cromwell, Clerk

LIBER 122 PAGE 279

THIS ASSIGNMENT OF MORTGAGE, made this 2nd day of December, 1958, by and between CONRAD C. LISTMAN and LOUISE LISTMAN, his wife, parties of the first part, and LOUIS M. STRAUSS, Attorney, party of the second part.

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, we do hereby assign to Louis M. Strauss, Attorney, for the purpose of foreclosure the mortgage executed by Ronald G. Harmer and Nannette C. Harmer, his wife, dated December 11th, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1175, folio 484, as well as the debt thereby secured.

BEING the same Mortgage wherein Peter Miller, Widower, was Mortgagee which was duly assigned on June 30th, 1958, to and unto Conrad C. Listman and Louise Listman, his wife, as recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1175, folio 487.

Witness our hands and seals.

Witness:

Mildred F. Bean
Mildred F. Bean as to both

Conrad C. Listman (SEAL)
Conrad C. Listman

Louise Listman (SEAL)
Louise Listman

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 2nd day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Conrad C. Listman and Louise Listman, his wife, Assignors, and made oath in due form of law that the aforegoing Assignment was their act and deed.

Witness my hand and Notarial Seal.

Mildred F. Bean
Mildred F. Bean - Notary Public

Rec'd for record Dec. 3, 1958 at 9:52 A.M. 350
Mailed to Filed in Equity

6

Filed 1958 DEC -3 PM 1:47

LIBER 122 PAGE 280

| | | |
|---|---|---|
| LOUIS M. STRAUSS<br>124 South Street,<br>Annapolis, Maryland<br>Assignee | : | IN THE |
| | : | CIRCUIT COURT |
| | : | FOR |
| vs. | : | ANNE ARUNDEL COUNTY |
| RONALD G. HARMER and<br>NANNETTE C. HARMER, his wife<br>Whitney's Landing,<br>Severna Park, Maryland | : | EQUITY NO. 12,986 |
| | : | |

: : : : :

REPORT OF SALE

The report of Louis M. Strauss, Assignee of mortgage in these proceedings, respectfully represents.

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital-Gazette, a newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 30th day of December, 1958, at 10 o'clock A.M., Eastern Standard Time, and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Two Thousand Seven Hundred (2,700.00) Dollars, to and unto Conrad C. Listman and Louise Listman, his wife.

Respectfully submitted,

Louis M. Strauss Ass-ee

Louis M. Strauss, Assignee

FILED
1958 DEC 30 PM 12:12

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Assignee of mortgage, and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial seal.

Mildred F. Bean

Mildred F. Bean - Notary Public

1

LIBER 122 PAGE 281

# ORDER NISI

Louis M. Strauss, Assignee

versus

Ronald G. Harmer and
Nannette C. Harmer, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,986 Equity

Ordered, this 30th day of December, 1958, That the sale of the Property in these proceedings mentioned made and reported by Louis M. Strauss, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

The report states that the amount of sale was $2,700.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 DEC 30 PM 12:12

TEST: _____ Clerk.

(Final Order)

Louis M. Strauss

versus

Ronald G. Harmer and
Nannette C. Harmer, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 11th day of February, 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

8 1959 FEB 11 PM 3:13

LIBER 122 PAGE 282

Louis M STRAUSS
Assignee
vs
RONALD G HARMER
Nanette C HARMER

Equity NO 12,986
In The
Circuit Court
FOR
Anne Arundel County

Certificate of Publication

**Legal Notice**
LOUIS M. STRAUSS, Solicitor
Annapolis, Maryland

# Assignee's Sale
## OF VALUABLE LAND AND FIRE DAMAGED FRAME DWELLING

Locatd on the West Side of Governor Ritchie Highway, North of Earleigh Heights Road intersection, Anne Arundel County.

Under and by virtue of the powers contained in a mortgage dated December 11th, 1957, and recorded among the Land Records of Anne Arundel County in Liber .G.T.C. No. 1175, folio 484, default having occurred under the terms of said mortgage and debt thereby secured, and said mortgage having been duly assigned to the undersigned for foreclosure; I the undersigned will offer for sale and sell at the Court House Door, Annapolis, Maryland, on

**Tuesday, December 30, 1958 at 10 A.M. (E.S.T.)**

all that property and improvements more particularly described as follows:

Beginning at an iron pipe now set on the Westernmost side of the Governor Ritchie Highway as laid out One Hundred Fifty (1550) feet wide, where it is intersected by the Southernmost side of Chestnut Hill Avenue, as laid out Fifty (50) feet wide, said point of intersection being South Twenty-eight (28) degrees Sixteen (16) minutes East Eighteen Hundred Fifty-seven and five-tenths (1857.5) feet from a point where the first or South Eighty-nine and One-sixth (89-1/6) degrees East Thirty-eight and One-fourth (38-1/4) perch line of the whole tract described in a deed from Lemuel W. Haslup to Mary G. Gover, recorded in Liber G.W. No. 54, folio 95, intersects the Westmost side of said highway; and running thence with the Westmost side of said highway South Twenty-eight (28) degrees Sixteen (16) minutes East Two Hundred Nineteen and Forty-five-one Hundredths (219.45) feet to an iron pipe now set where said highway is intersected by the

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1958

We hereby certify, that the annexed

Assignees Sale

Ronald G. Harmer

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

File 2
1958 Dec 31
P. M. 3:42

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

North Eighty-two (82) degrees West line of the said whole tract: thence leaving said highway and running with said line with correction for magnetic variation North Seventy-eight (78) degrees Thirty (30) minutes West Four Hundred Nine and Six-Tenths (409.6) feet to an iron pipe now set on the Southmost side of Chestnut Hill Avenue at a point South Seventy-eight (78) degrees Thirty (30) minutes East Fourteen and Seventy-eight (14.78) feet from a stone heretofore set at the end of the said North Eighty-two (82) degrees West line; thence with the Southmost side of said Avenue North Sixty-nine (69) degrees Fifty-four (54) minutes East Three Hundred Sixteen and Two Tenths (316.2) feet to the place of beginning, containing Eighty-three One Hundredths (.83) acres of land, more or less.

BEING the same lot of ground conveyed to the said Ronald G. Harmer and Nannette C. Harmer, his wife, by deed dated December 10, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1175, folio 476, from Peter Miller, Widower.

Said property being improved by a fire damaged frame dwelling, some of which is subject to being used in part for re-building purposes.

TERMS OF SAFE: Cash deposit of Seven Hundred Fifty (750.00) Dollars will be required at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Water, taxes and other public charges, if any, to be adjusted to date of sale.

For further particulars apply to undersigned, 124 South Street, Annapolis, Maryland.

LOUIS M. STRAUSS,
Assignee

D 27

LIBER 122 PAGE 283

Equity 12,986

LIBER 122 PAGE 284

# GLOBE INDEMNITY COMPANY

LIBER 9 PAGE 489

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

## BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($3,000) - - - - - - - - - - - - - - - - - - - - - - - - - - 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 30th day of December, 19 58.

WHEREAS by virtue of a power of sale contained in a Mortgage from Conrad C. Listman - - - - - - - - - - - - - - - - - - - - to Ronald G. Harmer - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -, bearing date on or about the 11th day of December, 1957, the said Louis M. Strauss 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 Louis M. Strauss 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:

/ 0

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

Louis Strauss (SEAL)

Louis M. Strauss, PRINCIPAL

Bond filed and approved this 30th day of December 1958
George T. Cromwell, Clerk

FILED
1958 DEC 30 AM 9:30

GLOBE INDEMNITY COMPANY, a body corporate

By John B. Hopkins

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

SURETY

LIBER 122 PAGE 285 OFFICE OF

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,886 Equity

LOUIS M. STRAUSS, Assignee
versus
RONALD G. HARMER and NANNETTE C. HARMER, his wife.

Ordered this 30th day of December, 1958, that the sale of the property in these proceedings mentioned, made and reported by Louis M. Strauss, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th DAY OF FEBRUARY next, provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

The report states that the amount of sale was $2,700.00

GEORGE T. CROMWELL,
Clerk.

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

J-29

## CERTIFICATE OF PUBLICATION

Annapolis, Md., January 30, 1959

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,886
Ronald G. Harmer

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of February, 1959. The first insertion being made the 5th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1959 JAN 30 PM 12:56

No. M. G. 11

*In the Case of*

Louis M. Strauss,
Assignee
vs.
Ronald G. Harmer
and
Nannette C. Harmer, his wife

In the
# Circuit Court
For
**Anne Arundel County**
No. 12,986 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.

December 28, 1959

Laura K. Jickling
Auditor.

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1960 JAN -5 AM 9:53

Dr. Louis M. Strauss, Assignee vs. Ronald G. Harmer and Nannette C. Harmer, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Assignee for Fee, viz: | 50 | 00 | | |
| To Assignee for Commissions, viz: | 112 | 50 | 162 | 50 |
| To Assignee for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 28 | 00 | | |
| Auditor - stating this account | 13 | 50 | 51 | 50 |
| To Assignee for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 54 | 39 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| Globe Indemnity Co. - bond premium | 12 | 00 | | |
| Robert H. Campbell - auctioneer's fee | 35 | 00 | | |
| Clerk of Court - recording assignment | 3 | 50 | | |
| One-half Federal documentary stamps | 1 | 65 | | |
| One-half State documentary stamps | 1 | 65 | | |
| Mildred M. Bean - notary fees | 1 | 00 | 129 | 19 |
| To Assignee for Taxes, viz: | | | | |
| 1958 State and County taxes | 52 | 12 | 52 | 12 |
| To Conrad C. Listman and Louise Listman, his wife, Assignees of the mortgage filed in these proceedings - this balance on account mortgage claim | 2,304 | 69 | 2,304 | 69 |
| | | | 2,700 | 00 |
| Amount of mortgage claim filed | 2,599 | 00 | | |
| Cr. Amount allowed above | 2,304 | 69 | | |
| Balance subject to decree in personam | 294 | 31 | | |

13

LIBER 122 PAGE 288

with Louis M. Strauss, Assignee Cr.

| | | | | |
|---|---|---|---|---|
| 1958 | | | | |
| Dec. | 30 | Proceeds of Sale | 2,700 00 | 2,700 00 |
| | | | | 2,700 00 |

14

LIBER 122 PAGE 289

*ORDER NISI*

Louis M. Strauss,

Assignee

VERSUS

Ronald G. Harmer

and

Nannette C. Harmer, his wife

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 12,986 Equity.

ORDERED, This 5th day of January, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of 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 8th day of February next.

George T. Cromwell

*In the Circuit Court for Anne Arundel County*

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

15 FILED

1960 FEB -9 PM 2:10

JUDGE

LIBER 122 PAGE 290 OFFIC OF

# *Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,986 Equity
LOUIS M. STRAUSS, Assignee
vs.
RONALD G. HARMER and NANNETTE C. HARMER, his wife

Ordered, this 5th day of January, 1960, 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 8th 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 8th day of February next.

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

16

FILED

No. M. G. 1-36-96
1960 JAN 28 AM 9:36

## CERTIFICATE OF PUBLICATION

Annapolis, Md., January 27, 1960

We hereby certify, that the annexed

Order Nisi Eq. 12,986
Auditor Account

Ronald G. Harmer

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of February, 1960. The first insertion being made the 7th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

EQUITY NO. 13,475 LIBER 122 PAGE 291

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

FRANKIE WILSON & SONS, INC.,
A Body Corporate,
25 Baltimore-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland,
COMPLAINANT

VS

Mary J. McDonell,
Arunah McDonell, Her Husband,
633 Cator Avenue, Balto.-18-Md.

Christina H. Ragsdale,
2224 - 11th St., N.W.,
Washington, D. C.

Edward T. Holmes,
C/O Holmes H. Holmes,
163 Adams St., N.W.,
Washington, D. C.

Ellen Little,
566 Oklahoma Ave., N.E.,
Washington, D.C.

Virgil M. Mitchell,
650 Mosher St., Balto-17-Md.

Charles E. Ridout,
816 Druid Hill Ave.,Balto.-1-Md.

Thomas Clayton Chisley,
Box 389-Odenton, Md.

AND ANY AND ALL PERSONS, IF LIVING, THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN HAVING OR CLAIMING TO HAVE, AN INTEREST IN
LOTS 5 AND 6, BLOCK 3 ARUNDEL TERRACE, 4TH DISTRICT
LOT 11, BLOCK Q COLONIAL PARK, 4TH DISTRICT
LOT 12, BLOCK Q COLONIAL PARK, 4TH DISTRICT
LOT 18, BLOCK F COLONIAL PARK, 4TH DISTRICT
1.026 ACRES & IMPROVEMENTS, WILSONTOWN, 4TH DISTRICT
RESPONDENTS

. . . . . .

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That on October 14, 1958, Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, sold at Public Auction to Frankie Wilson, who has duly assigned all her right, title and interest in and to said property unto Frankie Wilson & Sons, Inc., a body corporate of the State of Maryland, for State and County Taxes then in arrears on the hereinafter described properties, in fee simple; said sales having been made under authority conferred upon the said Treasuree as Collector of State and County Taxes under

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(2)

the statutes in this case made and provided. LIBER 122 PAGE 292

FOURTH DISTRICT

2. That Tax Sale Certificate No. 3717 has been issued to Frankie Wilson by Joseph H. Griscom, Sr., Treasurer of the county aforesaid, and assigned by said Frankie Wilson unto Frankie Wilson & Sons, Inc., Complainant herein. Said Certificate is filed herewith, marked "Complainant's Exhibit No. 1" and prayed to be taken as a part hereof.

That the description of the property as the same appears upon the Tax Roll of the Treasurer of Anne Arundel County for the Fourth Election District is:

Mary McDonald
Lots 5 and 6 situated at Arundel Terrace

whereas the Deed from William E. Wheat and wife, dated November 5, 1908, recorded among the Land Records of Anne Arundel County in Liber GW 63, Folio 430 conveyed Lots 5 and 6, Block 3 Arundel Terrace to Mary J. McDonell, Wife of Arunah McDonell.

3. That Tax Sale Certificate No. A-3718 has been issued to Frankie Wilson by Joseph H. Griscom, Sr., Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said Certificate is filed herewith, marked "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof. That the description as same appears on the Tax Roll of the Treasurer of Anne Arundel County for the Fourth Election District is:

Lot 11, Block Q, as shown on the Plat
of Colonial Park in name of
Edward T. and Holmes H. Holmes,

whereas the Assessment Records read: Edward T. Holmes, Care of H. Holmes, and no record of Deed is recorded among the Land Records, but this lot was deeded by Aladdin Realty & Home Builders Corporation to Christina H. Ragsdale on April 9, 1923, and recorded among aforesaid Land Records in Liber WNW 61, folio 107.

4. That Tax Sale Certificate No. A-3719 has been issued to Frankie Wilson by Joseph H. Griscom, Sr., Treasurer of the

2

(3)

County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein; said Certificate is filed herewith, marked "Complainant's Exhibit No. 3" and prayed to be taken as a part hereof. That the description as same appears on the Tax Roll of the Treasurer of Anne Arundel County is:

Lot 12, Block Q, as shown on the Plat of Colonial Park, in name of Ellen Little

Being the same property which by Deed, dated February 3, 1923, and recorded among the aforesaid Land Records in Liber WNW 61, folio 386 was conveyed to Ellen Little, by the Aladdin Realty & Home Builders Corporation.

5. That Tax Sale Certificate No. A-3720 has been issued to Frankie Wilson by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, Maryland, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc. Said Certificate is filed herewith, marked "Complainant's Exhibit No. 4" and prayed to be taken as a part hereof. That the description as same appears on the Tax Roll of the Treasurer of Anne Arundel County is:

Lot 18, Block F, as shown on the Plat of Colonial Park in name of Charles E. Ridout.

That no conveyance appears on the records of Anne Arundel County to Charles E. Ridout; that said lot was conveyed by Aladdin Realty & Home Builders Corporation by its Deed, dated December 2, 1921, to Virgil M. Mitchell, and recorded among the aforesaid Land Records in Liber WNW 54, folio 33.

6. That Tax Sale Certificate A-3716 has been issued to Frankie Wilson by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and assigned by Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said certificate is filed herewith, marked "Complainant's Exhibit No. 5" and prayed to be taken as a part hereof. That the description as appears on the Tax Roll of the Treasurer of Anne Arundel County is:

1 Lot or 1.026 & Imps. GTC 974-525 situated at Wilsontown in name of Thos. Clayton Chisley

3

Being the same tract of ground which by Deed dated October 14, 1955, was conveyed by John F. Chisley, Jr. and wife, et als, to Thomas Clayton Chisley, and described as follows:

Beginning for the same at the south of a 24" oak tree here found and at the end of the third line of the conveyance from Bruner Anderson to John Chesley, dated Sept. 7, 1920, and recorded among the Land Records of Anne Arundel County in Liber WNW No. 13, Folio 349; thence with the third line reversely and as corrected for magnetic declination S. 54 deg. 10' 00" west 464.35' to an iron pipe; thence leaving said third line and running S. 63 degrees 50' 00" east 218.0' to an iron pipe set in the 4th line and divisional road in the aforementioned conveyance; thence binding on and with part of said third line North 26 degrees 10' 00" east 410' to the point of beginning. Containing 1.026 acres, more or less, according to survey by James D. Hicks, County Surveyor, in June, 1948.

7. That none of the said properties have been redeemed by any party in interest, although more than one year and a day from the date of the sale of said properties has expired, and that this proceeding is brought under the State Law relating to Tax Sale made after the effective date, of the Acts of 1943.

8. It appears that some of the defendants herein, according to Assessment Records, are non-residents of the State of Maryland.

9. That the amounts necessary for the redemption for the above mentioned and described properties, as shown on the aforesaid Tax Certificates are as follows:

| Tax Sale Certificate No. | Amount | Complainant's Exhibit No. |
|---|---|---|
| A 3717 | $18.82 | 1 |
| A 3718 | 13.89 | 2 |
| A 3719 | 13.89 | 3 |
| A 3720 | 13.89 | 4 |
| A 3716 | 115.00 | 5 |

10. Being the amounts paid for said properties as the same appears on the aforesaid Certificates of Tax Sale, with interest from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainant herein subsequent to the date of sale of said properties; plus all other amounts expended by the Complainant as to the aforesaid properties under the provisions of Chapter 540 of the Acts of 1943.

11. That the Complainant is entitled to proceed to foreclose all rights of redemption in and to the aforesaid properties.

(5)

LIBER 122 PAGE 295

12. That, a rding to the Equity, Law d Land Records of Anne Arundel County and the records of the Register of Wills of said County, title to said lots is vested in the names of the parties listed as Respondents with the several exceptions specifically herein mentioned.

13. The Complainant prays for process directed to the above named Respondents, whose last addresses are set out with their names in the foregoing Bill of Complaint.

14. The Complainant prays for an Order of Publication directed to the non-residents of Maryland.

15. That this Honorable Court pass a Final Decree foreclosing all rights of redemption of all Respondents herein to the aforesaid properties.

TO THE END THEREFOR:

A. That this Honorable Court pass a Final Decree foreclosing all rights of redemption of all Respondents herein, in and to the aforesaid properties.

B. That the Court may pass a Final Decree whereby there will be vested in the Complainant an absolute and indefeasible title to said properties in fee simple, free and clear of all prior or subsequent alienations and dissents and encumbrances, except taxes and other public liens accruing subsequent to the date of sale and public assessments to which the properties are subject.

C. That an Order of Publication be passed giving a Notice to the Respondents and all persons having or claiming to have any interest in and to the aforesaid properties, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court in person or by solicitor on, or before, the 24th day of December 1959, and show cause, if any they may have, why the Decree should not be passed as prayed.

D. And for such other and further relief as the nature of this case may require.

AND AS IN DUTY BOUND, ETC.

FRANKIE WILSON & SONS, INC.

By Walton D. Wilson
Walton D. Wilson, Vice President

Frankie Wilson
Frankie Wilson, Solicitor for Complainant
25 Balto.-Annapolis Blvd.,NW,
Glen Burnie, Md.

5

(6)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY, That on this 16th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Walton D. Wilson, Vice President of Frankie Wilson & Sons, Inc., a body corporate in the State of Maryland, and made oath in due form of law that the matters and facts stated in the Bill of Complaint herein are true, to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 16th day of October, 1959, a copy of the Bill of Complaint and Order of Publication have been mailed to each of the Non-Residents of the aforementioned Bill of Complaint, at their respective addresses.

Frankie Wilson

Frankie Wilson, Solicitor for Complainant,
25 Baltimore-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland (P. O. Box 247)

"COMPLAINANT'S EXHIBIT NO. 1"

A 3717 **CERTIFICATE OF TAX SALE** LIBER 122 PAGE 297

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
*County Treasurer*
County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Frankie Wilson at public auction for the sum of 18 82/xx Dollars and ____ Cents, of which 18 82/xx Dollars has been paid as a deposit on the property in Dist. 4 described as Lots 5, 6 situated at Arundel Terrace

and assessed to Mary McDonald.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

FILED OCT 20 AM 10:25

Witness my hand and seal, this 14 day of Oct 1958

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires Aug 4, 1959

October 12, 1959

For value received, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Witness:

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel

Frankie Wilson
Frankie Wilson

"COMPLAINANT'S EXHIBIT NO. 2" 3

A 3718 **CERTIFICATE OF TAX SALE** LIBER 122 PAGE 298

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Frankie Wilson at public auction for the sum of 13.89 Dollars and _____ Cents, of which 13.89/xx Dollars has been paid as a deposit on the property in Dist. 4 described as Lot 11 Blk Q as shown on the plat of Colonial Park.

and assessed to Edw. T & Holmes H. Holmes

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

1959 OCT 20 AM 10:

FILED

Witness my hand and seal, this 14 day of Oct 1958

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. [illegible]
Notary Public.

My Commission Expires May 4 1959

October 12,1959

For value received, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc

Witness:
Vivian D. Schaumloeffel
Vivian D. Schaumloeffel

Frankie Wilson
Frankie Wilson

"COMPLAINANT'S EXHIBIT NO. 3"

LIBER 122 PAGE 299

4

A 3719 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
*County Treasurer*
County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Frankie Wilson at public auction for the sum of 13.89/xx Dollars and _____ Cents, of which 13.89/xx Dollars has been paid as a deposit on the property in Dist. 4 described as Lot 12 Blk Q as shown on the plat of Colonial Park

and assessed to Ellen Little

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

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Witness my hand and seal, this 14 day of oct 1958

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, 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

October 12,1959

For value received, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Witness:
Vivian D. Schaumloeffel
Vivian D. Schaumloeffel

Frankie Wilson
Frankie Wilson

9

"COMPLAINANT'S EXHIBIT NO. 4" LIBER 122 PAGE 300

A 3720

# CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Frankie Wilson at public auction for the sum of 13 89/xx Dollars and _____ Cents, of which 13 89/xx Dollars has been paid as a deposit on the property in Dist. 4 described as Lot 18 Blc 2 as shown on the plat of Colonial Park and assessed to Charles E. Ridout.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1958

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4 1959

For value received, I hereby assign the within October 12,1959
Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Witness:
Vivian D. Schaumloeffel
Vivian D. Schaumloeffel

Frankie Wilson
Frankie Wilson

COMPLAINANT'S EXHIBIT NO. 4 LIBER 122 PAGE 301

A 3716

# CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Frankie Wilson at public auction for the sum of 115.00 Dollars and ____ Cents, of which 113.37½ Dollars has been paid as a deposit on the property in Dist. 4 described as 1 lot or 1.026 Ac. Imps. GTC 974-525 situated at Wilsontown

and assessed to Mrs. Clayton A. Lisley

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

FILED OCT 20 AM 10:25 1958

Witness my hand and seal, this 14 day of Oct 1958

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires July 4 1959

October 12,1959

For value received, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Witness:
Vivian D. Schaumloffel
Vivian D. Schaumloffel

Frankie Wilson
Frankie Wilson

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 13475

LIBER 122 PAGE 302

FRANKIE WILSON & SONS, INC. (A Body Corporate)
25 Balto.-Annapolis Blvd., N.W., Glen Burnie, Md. COMPLAINANT
VS
Mary J. McDonell and Arunah McDonell, Her Husband
633 Cator Ave., Balto.-18-Md.
Christina H. Ragsdale - 2224-11th St., NW., Washington, D. C.
Edward T. Holmes, C/O Holmes H. Holmes,
163 Adams St., N.W., Washington, D. C.
Ellen Little - 566 Oklahoma Ave., N.E., Washington, D. C.
Virgil M. Mitchell - 650 Mosher St., Baltimore-17-Md.
Charles E. Ridout - 816 Druid Hill Ave., Baltimore-1-Md.
Thomas Clayton Chisley - Box 389 - Odenton, Md.
AND ANY AND ALL PERSONS, IF LIVING, THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN HAVING OR CLAIMING TO HAVE, AN INTEREST IN
LOTS 5 AND 6, BLOCK 3 ARUNDEL TERRACE, 4TH DISTRICT
LOT 11, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 12, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 18, BLOCK F, COLONIAL PARK, 4TH DISTRICT
1.026 ACRES & IMPROVEMENTS, WILSONTOWN, 4TH DISTRICT,
RESPONDENTS

---

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fourth Election District of Anne Arundel County, sold on October 14, 1958 to Frankie Wilson, assigned by her to Frankie Wilson & Sons, Inc. LOTS 5 AND 6, BLOCK 3 ARUNDEL TERRACE, LOT 11, BLOCK Q COLONIAL PARK, LOT 12, BLOCK Q COLONIAL PARK, LOT 18, BLOCK F COLONIAL PARK, 1.026 ACRES & IMPROVEMENTS-WILSONTOWN.

The Bill states that said properties were sold under the names of: Mary J. McDonald, Wife of Arunah McDonald, her husband, whereas Deed dated November 5, 1908 conveyed Lots 5 and 6, Block 3 Arundel Terrace to Mary J. McDonell, wife of Arunah McDonell; Edward T. Holmes, C/O Holmes H. Holmes, that no deed is on record to Edward T. Holmes, but by deed dated April 9, 1923, recorded WNW 61, folio 107, Aladdin Realty & Home Builders Corp. conveyed Lot 11 Block Q Colonial Park to Christina H. Ragsdale, who is joined in this proceeding; Ellen Little; that sale of Lot 18 Block F was in name of Charles E. Ridout but no deed is of record - however lot 18 block F was conveyed by Aladdin Realty & Home Builders Corp.

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1959 OCT 20 AM 10:25

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(PUBLICATION)

(2)



by deed dated December 2, 1921 to Virgil M. Mitchell and recorded in Liber WNW 54, folio 33, who is joined in this proceeding; Thomas Clayton Chisley; as shown on Tax Sale Certificates filed in above cause, and for the amounts as stipulated on said Tax Sale Certificates.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON, this 20th day of October, 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 24th day of December 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, vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell

Clerk

13

**In The Circuit Court**
**For**
**Anne Arundel County,**
**Maryland**
**Equity No. 13,475**

FRANKIE WILSON & SONS, INC. (A Body Corporate), 25 Balto.-Annapolis Blvd., N.W., Glen Burnie, Md.
Complainant

vs.

MARY J. McDONELL and ARUNAH McDONELL, her husband, 633 Cator Ave., Balto. 18, Md.
CHRISTINA H. RAGSDALE, 2224 11th St., N.W., Washington, D.C.
EDWARD T. HOLMES, c/o Holmes H. Holmes, 163 Adams St., N.W., Washington, D.C.
ELLEN LITTLE, 566 Oklahoma Ave., N.E., Washington, D.C.
VIRGIL M. MITCHELL, 650 Mosher St., Balto. 1, Md.
CHARLES E. RIDOUT, 816 Druid Hill Ave., Balto. 1, Md.
THOMAS CLAYTON CHISLEY, Box 389, Odenton, Md.
And any and all persons, if living, their heirs, assigns, personal representatives and next of kin having or claiming to have, an interest in
Lots 5 and 6, Block 3 Arundel Terrace, 4th District; Lot 11, Block Q, Colonial Park, 4th District; Lot 12, Block Q, Colonial Park, 4th District; Lot 18, Block F, Colonial Park, 4th District; 1.026 acres & improvements, Wilsontown, 4th District,
Respondents

# Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fourth Election District of Anne Arundel County, sold on October 14, 1958 to Frankie Wilson, assigned by her to Frankie Wilson & Sons, Inc. Lots 5 and 6, Block 3 Arundel Terrace, Lot 11, Block Q Colonial Park, Lot 12, Block Q Colonial Park, Lot 18, Block F Colonial Park, 1.026 acres & improvements, Wilsontown.

The Bill states that said properties were sold under the names of: Mary J. McDonald, Wife of Arunah McDonald, her husband, whereas Deed dated November 5, 1908 conveyed Lots 5 and 6, Block 3 Arundel Terrace to Mary J. McDonell, wife of Arunah McDonell; Edward T. Holmes, C/O Holmes H. Holmes, that no deed is on record to Edward T. Holmes, but by deed dated April 9, 1923, recorded WNW 61, folio 107, Aladdin Realty & Home Builders Corp. conveyed Lot 11 Block Q Colonial Park to Christina H. Ragsdale, who is joined in this proceeding; Ellen Little; that sale of Lot 18 Block F was in name of Charles E. Ridout but no deed is of record — however lot 18 block F was conveyed by Aladdin Realty & Home Builders Corp. by deed dated December 2, 1921 to Virgil M. Mitchell and recorded in Liber WNW 54, folio 33, who is joined in this proceeding; Thomas Clayton Chisley; as shown on Tax Sale Certificates filed in above cause, and for the amounts as stipulated on said Tax Sale Certificates.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON, this 20th day of October, 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 24th day of December, 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, vesting in the Complainant a title free and clear of all encumbrances.

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

LIBER 122 PAGE 304 OFFIC OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1959

We hereby certify, that the annexed

Order of Publication

Eq. 13,475

Mary J. McDonell

was published in

*Maryland Gazette*

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

THE CAPITAL-GAZETTE PRESS, INC.

1959 NOV 16 A 9:

By: H. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.

LIBER 122 PAGE 305

EQUITY NO. 13,475

FRANKIE WILSON & SONS, INC., A Body Corporate
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland
COMPLAINANT

VS

MARY J. MCDONELL AND ARUNAH MCDONELL, HER HUSBAND,
633 Cator Ave., Baltimore-18-Maryland.
CHRISTINA H. RAGSDALE - 2224 - 11th St.,N.W., Washington, D. C.
EDWARD T. HOLMES, C/O HOLMES H. HOLMES, 163 Adams St.,N.W.Wash.D.C.
ELLEN LITTLE, 566 Oklahoma Ave., N.E., Washington, D. C.
VIRGIL M. MITCHELL, 650 Mosher Street, Baltimore-17-Md.
CHARLES E. RIDOUT, 816 Druid Hill Ave., Baltimore-1-Md.
AND ANY AND ALL PERSONS, IF LIVING, Their heirs, assigns, personal representatives and next of kin having or claiming to have an interest in:
LOTS 5 AND 6, BLOCK 3, ARUNDEL TERRACE, 4TH DISTRICT
LOT 11, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 12, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 18, BLOCK F, COLONIAL PARK, 4TH DISTRICT
RESPONDENTS

. . . . . .

AFFIDAVIT

Frankie Wilson, Solicitor for Complainant in this cause respectfully shows:

1. That on October 16, 1959, a copy of the Bill of Complaint in the above entitled cause was mailed by registered mail, return receipt requested, to:

M's Christina H. Ragsdale,
2224 - 11th Street, N.W.,
Washington, D. C.

which was returned marked "Unclaimed", which letter is filed herewith as Exhibit "A".

M's Ellen Little,
566 Oklahoma Ave.,N.E.,
Washington, D. C.,

which was returned by the postal authorities, marked "Unclaimed", which letter is filed herewith as Exhibit "B".

Mr. Edward T. Holmes,
C/O Mr. Holmes H. Holmes,
163 Adams Street, N.W.,
Washington, D. C.

which was delivered, and return receipts No. 882710 attached herewith, as Exhibit "C".

2. That Affiant consulted Baltimore City and telephone directories to ascertain the present addresses of the following defendants:

Mary J. McDonell,
Arunah McDonell, her husband,
Virgil M. Mitchell, and
Charles E. Ridout

but was unable to locate present addresses for any of them, all of whom were returned "non est."

3. That Order of Publication has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Maryland, as will be seen by Certificate of Publication filed in these proceedings, and that none of the Respondents have appeared or answered.

Subscribed and sworn to before me, this 29TH day of December, 1959, by Frankie Wilson, Affiant.

Witness my hand and Notarial Seal.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

Frankie Wilson
Frankie Wilson, Affiant

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# AFFIDAVIT OF NON-MILITARY SERVICE

Frankie Wilson & Sons, Inc., vs. Mary J. McDonell, et als.,

Equity 13,475

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

I hereby certify that, on this 29TH day of December ,

19 59 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Frankie Wilson, Solicitor for

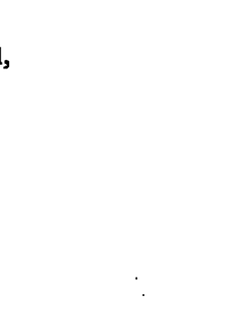
plaintiff , in the above entitled cause, and made oath, in due form of law, that defendant s

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

are not in the military services of the United States of America, they being above the draft age limit

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 day of December , 19 59 .




Vivian D. Schaumloeffel
Vivian D. Schaumloeffel,
*Notary Public*

My Commission will expire on: May 1, 1961

Filed,

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17

LIBER 122 PAGE 308

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.

EQUITY NO. 13,475

FRANKIE WILSON & SONS, INC., A Body Corporate
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland

COMPLAINANT

VS

MARY J. MCDONELL AND ARUNAH MCDONELL, HER HUSBAND,
633 Cator Ave., Baltimore-18-Maryland.
CHRISTINA H. RAGSDALE - 2224 - 11th St.,N.W., Washington, D. C.
EDWARD T. HOLMES, C/O HOLMES H. HOLMES, 163 Adams St.,N.W.Wash.D.C.
ELLEN LITTLE, 566 Oklahoma Ave., N.E., Washington, D. C.
VIRGIL M. MITCHELL, 650 Mosher Street, Baltimore-17-Md.
CHARLES E. RIDOUT, 816 Druid Hill Ave., Baltimore-1-Md.
AND ANY AND ALL PERSONS, IF LIVING, Their heirs, assigns, personal representatives and next of kin having or claiming to have an interest in:
LOTS 5 AND 6, BLOCK 3, ARUNDEL TERRACE, 4TH DISTRICT
LOT 11, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 12, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 18, BLOCK F, COLONIAL PARK, 4TH DISTRICT

RESPONDENTS

. . . . . .

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frankie Wilson & Sons, Inc., by Frankie Wilson, its Solicitor, respectfully shows:

1. That "non ests" have been returned against the following Defendants: Christina H. Ragsdale
Ellen Little

2. That Affidavit has been filed in these proceedings.

3. That Order of Publication has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Maryland, as will be seen by Certificate of Publication filed in these proceedings, and that none of the defendants, Mary J. McDonell, Arunah McDonell, Virgil M. Mitchell and Charles E. Ridout, have either appeared or answered.

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Decree Pro Confesso against all of said defendants.

Frankie Wilson

Frankie Wilson, Attorney for Complainant,
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland (P. O. Box 247)

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18

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.

LIBER 122 PAGE 309

EQUITY NO. 13,475

FRANKIE WILSON & SONS, INC., A Body Corporate
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland

COMPLAINANT

VS

MARY J. MCDONELL AND ARUNAH MCDONELL, HER HUSBAND
633 Cator Ave., Baltimore-18-Maryland.
CHRISTINA H. RAGSDALE-2224 - 11th St.,N.W., Washington, D. C.
EDWARD T. HOLMES, C/O HOLMES H. HOLMES, 163 Adams St.,N.W.Wash.D.C.
ELLEN LITTLE, 566 Oklahoma Ave., N.E., Washington, D. C.
VIRGIL M. MITCHELL, 650 Mosher Street, Baltimore-17-Md.
CHARLES E. RIDOUT, 816 Druid Hill Ave., Baltimore-1-Md.
AND ANY AND ALL PERSONS, IF LIVING, Their heirs, assigns, personal representatives and next of kin having or claiming to have an interest in:
LOTS 5 AND 6, BLOCK 3, ARUNDEL TERRACE, 4TH DISTRICT
LOT 11, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 12, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 18, BLOCK F, COLONIAL PARK, 4TH DISTRICT
RESPONDENTS

. . . . . .

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that "non-ests" have been returned against the Defendants, as set forth in Paragraph 1 of the Petition, And it further appearing that all of the said Defendants mentioned above were duly notified by Order of Publication; and that the Order of Publication heretofore issued herein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and that all of the Defendants have failed to appear, either in person or by Solicitor, and answer the Complaint filed against them:

IT IS, THEREFORE, This 8th day of January 1960, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the said Bill of Complaint be, and the same is, hereby taken pro confesso against said Defendants.

Matthew S. Evans
JUDGE

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

LIBER 122 PAGE 310

EQUITY NO. 13,475

FRANKIE WILSON & SONS, INC., A Body Corporate
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland

COMPLAINANT

VS

MARY J. MCDONELL AND ARUNAH MCDONELL, HER HUSBAND -
633 Cator Ave., Baltimore-18-Md.
CHRISTINA H. RAGSDALE - 2224 - 11th St., N.W., Washington, D. C.
EDWARD T. HOLMES, C/O HOLMES H. HOLMES, 163 Adams St.,N.W.Wash.,D.C.
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VIRGIL M. MITCHELL - 650 Mosher St., Baltimore-17-Md.
CHARLES E. RIDOUT - 816 Druid Hill Ave., Baltimore-1-Md.
AND ANY AND ALL PERSONS, IF LIVING, Their heirs, assigns, personal representatives and next of kin having or claiming to have an interest in:
LOTS 5 AND 6, BLOCK 3, ARUNDEL TERRACE, 4TH DISTRICT
LOT 11, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 12, BLOCK Q, COLONIAL PARK, 4TH DISTRICT
LOT 18, BLOCK F, COLONIAL PARK, 4TH DISTRICT

RESPONDENTS

. . . . . .

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 9th day of February 1960 by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed:

1. That all of the rights of redemption of the respondents, 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

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herein mentioned, the said Treasurer shall execute a deed conveying 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 proceedings.

Nathan L Eaton

JUDGE

21

| | | |
|---|---|---|
| NOAH A. HILLMAN, TRUSTEE OF LOUIS BLOOM, DECEASED, Maryland Hotel Building, Annapolis, Maryland, | * | IN THE |
| PETITIONER | * | |
| VS. | * | CIRCUIT COURT |
| REBECCA SNYDER, 3215 Woodland Avenue, Baltimore, Maryland, | * | |
| SARAH WOLOD, 93 Main Street, Annapolis, Maryland, | * | FOR |
| LEON BLOOM, 5018 Chalgrove Avenue, Baltimore, Maryland, | * | ANNE ARUNDEL COUNTY |
| WILLIAM BLOOM, 609 Melvin Avenue, Annapolis, Maryland, | * | |
| SAMUEL BLOOM, 70 Southgate Avenue, Annapolis, Maryland, | * | NO. / EQUITY |
| LEGATEES UNDER THE LAST WILL AND TESTAMENT AND CODICIL OF LOUIS BLOOM, DECEASED, | * | |
| DEFENDANTS | * | |

* * * * *

PETITION TO ASSUME LIMITED JURISDICTION OF TRUST ESTATE OF LOUIS BLOOM

* * * * *

The Petition of Noah A. Hillman, Trustee under the Last Will and Testament of Louis Bloom, deceased, by C. Osborne Duvall, his Solicitor, respectfully shows:

1. That Louis Bloom, late of Anne Arundel County, departed this life on November 19, 1953, seized of certain real and personal property, and leaving a Last Will and Testament dated July 1, 1948 and a Codicil, dated May 2, 1949. Both the Will and the Codicil were admitted to probate by the Orphans Court of Anne Arundel County and recorded among the Testamentary Records of said County. A photocopy of the Will and of the Codicil is filed

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herewith marked " Petitioner's Exhibit No. 1 ", which is prayed to be taken as part hereof.

2. That by his Will, the said Louis Bloom, after the payment of debts, funeral expenses and cost of administering the Estate, devised his property, real, personal and mixed unto your Petitioner, in trust, for the purposes and upon the conditions and with the powers set out in said Will in Paragraph "Third", and your Petitioner was also appointed Executor.

3. That the said Louis Bloom, under the aforesaid Codicil, changed sub-paragraph "(7)" of Paragraph Third of the aforesaid Will, so that instead of vesting the properties numbered 91, 93 and 95 Main Straet, Annapolis, Maryland, in his daughter Sarah Wolod at the end of the trust period of twenty years, your Petitioner was directed as Trustee to sell the same and distribute the proceeds as well as all other assets in his hands among <u>all</u> of the beneficiaries named in sub-paragraph (3) of said Paragraph Third, then living.

4. That at the time of the death of Louis Bloom, who was a widower, he had the following children all of whom were named in said Will and who were adults: a daughter, Rebecca Snyder; a daughter, Sarah Wolod; a son, Max Bloom; a son, Leon Bloom; a son, Samuel Bloom and a son, William Bloom.

5. That since the date of the death of Louis Bloom, his son Max Bloom died. Your Petitioner is advised and therefore alleges, that Max Bloom was unmarried and died without leaving issue surviving, vesting any interest he had under the Will and Codicil aforesaid, by their terms, in the remaining named legatees under sub-paragraph (7) of the Codicil.

6. That administration of the personal estate of said Tastator has been completed. The First and Final Account of your Petitioner, as Executor, was filed and passed in the Orphans

Court for Anne Arundel County on or about December 8, 1958. All costs and expenses of administration and inheritance taxes are paid. The net personal estate, consisting of cash, was paid by your Petitioner as Executor unto your Petitioner as Trustee under the Will. And he files herewith a certified copy of real estate appraisal in the Orphans Court as "Petitioner's Exhibit No. 2", which he prays to be taken as part hereof.

7. That it has been uneconomical for the Trust Estate to hold the aforesaid properties and it would be harmful to the Trust Estate to continue to hold them, for the reason that your Petitioner has been directed by the City of Annapolis to either raze or close one building, on the corner of Main and Green Streets, because of its structural instability. Your Petitioner believing it for the best interest of the Trust Estete not to raze the building, has had to expend substantial sums of money for temporery support of the building on the direction of the Annapolis City Engineer. And the other buildings, which streddle the corner building, are very old, in need of extensive and expensive repairs and renovation, such as would not be justified for the probable income the Trust Estate could expect to receive from them.

8. That your Petitioner has been administering the Trust Estate of Louis Bloom without any Court permission, under and by virtue of sub-paragraph "(6)" of Paragraph Third of the Will. But he now desires this Court to assume jurisdiction for the limited purpose only of authorizing sale of certain real estate and of directing the distribution of its proceeds. It would, in the opinion of your Petitioner, be desirable and for the best interest of the Trust Estate, that part of the real estate belonging to the Trust Estate be sold. The properties are Nos. 91, 93, 95, 97 and 99 Main Street and Nos. 194 and 196 Green

Street, in the City of Annapolis. Your Petitioner invokes limited jurisdiction of this Court under Rule 1372 (c)(1) and 1372 (c)(2), Maryland Rules, because he is unable to make a private sale under the terms of the Will without the consent of a "majority" of the legatees and that although your Petitioner has endeavored to obtain the consent of a majority of the legatees he has been unable to do so. Furthermore, even if it were possible, aid of this Court is needed in order to properly distribute the proceeds of sale, as is hereinafter shown.

9. That under the provisions of the Will, sub-paragraph No. "(2)" of Paragraph Third, Sarah Wolod, a daughter of Louis Bloom and one of the legatees, has the right to occupy one store premises of the trust properties without payment of any rent or of any charge whatsoever. Similarly, and to the same extent, Rebecca Snyder, another daughter and legatee, has this right. The said Sarah Wolod has for some while past conducted a business in one of the store properties, No. 97 Main Street. Rebecca Snyder has not availed herself, thus far, of use of any store property of the Trust Estate.

10. That under sub-paragraph "(1)" of Paragraph Third of the Will, the said Sarah Wolod has the right to select for her personal living quarters any house or apartment of the Trust properties without payment of rent or any charge whatsoever. Ever since the death of Louis Bloom (and prior) the said Sarah Wolod and her family have resided in the property known as No. 93 Main Street, without payment of rent or any charge whatsoever. The Trust Estate has heretofore paid, in accordance with the provisions of the Will, the utilities charges, taxes, etc.

11. That under sub-paragraph (1) of Paragraph Third of the Will, the said Rebecca Snyder has the right to select for

personal living quarters any house or apartment of the trust properties. Thus far she has not availed herself of this, choosing instead to reside in the City of Baltimore.

WHEREFORE, your Petitioner prays the Court,

(a) To assume limited jurisdiction of the Trust Estate of Louis Bloom, for the purpose only of sale of the properties mentioned and of making distribution of the proceeds under direction of this Court.

(b) To authorize and direct sale of the properties known as Nos. 91, 93, 95, 97 and 99 Main Street and Nos. 194 and 196 Green Street, in the City of Annapolis at either private or public sale but if at private sale at not less than the fair value thereof after appraisal.

(c) To determine the right of Sarah Wolod to share in the distribution of proceeds of sale; and the proportion and/or amount thereof if any.

(d) To determine the right of Rebecca Snyder to share in the distribution of proceeds of sale; and the proportion and/or amount thereof if any.

(e) To grant such other and further relief as may be required.

AND, as in duty bound, etc.

C. Osborne Duvall
Maryland Hotel Building
Annapolis, Maryland
Tel. Colonial 3-7200

SOLICITOR FOR PETITIONER

Noah A. Hillman
Trustee of Louis Bloom,
Petitioner

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 29 day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, the Petitioner, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Naomi K. [illegible]
Notary Public

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REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY

No 13,063 Equity

LAST WILL AND TESTAMENT

I, LOUIS BLOOM, a resident of Anne Arundel County, Maryland, being of sound mind, memory and understanding and capable of executing a valid deed or contract, do make, publish and declare the following as and for my Last Will and Testament, and do hereby revoke all other wills or codicils thereto heretofore made by me.

FIRST: I direct that my body be interred in the cemetery of the Khurlander Synagogue, of Baltimore, Maryland, in the burial lot which adjoins that of my deceased wife, Pauline Bloom. All matters pertaining to my funeral shall be conducted in accordance with the dictates of the Orthodox Jewish Religion. The said burial lot has been fully paid for by me during my life-time. I direct that a headstone be erected to mark my grave, and that the selection of same and the price to be paid therefor shall rest in the discretion of my son, Dr. Samuel Bloom and Noah A. Hillman, Trustee hereinafter named.

SECOND: I direct that all of my just debts, funeral expenses, and costs of administering my estate, shall be paid; and that all of them be paid out of the income from the trust properties hereinafter mentioned. Those debts upon which I have been making periodic installment payments during my life-time shall not be paid in full at one time, but my executor and trustee shall continue making the periodic installment payments at the same intervals and in the same amounts as I was paying during my life-time. If payment in full at one time is demanded of any debt which I have been paying in installments, and if there is no legal right to require the creditor to continue to accept installment payments, then I authorize, empower, and direct Noah A. Hillman, Trustee, of Annapolis, Maryland, to borrow the money needed for the payment of such debt, upon the security of trust property, upon terms that will permit payment of this new debt in periodic installments substantially at the same intervals and in the same amounts as I was paying in my life-time upon the debt so refinanced, and I authorize and empower the said Noah A. Hillman, Trustee to execute mortgages in fee simple of trust properties to secure payment of money borrowed under this provision. There shall be no obligation

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Examiner's Exhibit No 5
Hillman v. Snyder, Eq No 13063
John J. Rowe L, Examiner

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on the part of the lender to see to the application of the money borrowed.

THIRD: All of the property, real, personal and mixed which I may own at the time of my death, whether now owned by me or hereafter acquired, and wheresoever situate, I give, devise and bequeath unto Noah A. Hillman, of Annapolis, Maryland, IN TRUST nevertheless to use and apply the same as follows:

(1) The said trustee shall permit my daughter, Rebecca Snyder, to select for her personal living quarters any house or apartment of the trust properties hereby devised, and shall terminate any other existing tenancy of the same as soon as this can be done lawfully, and shall permit her, and her family, if any, to occupy the same as long as she may desire, without payment of rent or any charge whatsoever. As often as she may desire to move her personal living quarters to any other house or apartment of the trust properties, the trustee shall terminate any other tenancy of the same as soon as this can be done lawfully, and shall permit her, and her family, if any, to occupy the same as long as she may desire, without payment of any rent or any charge whatsoever.

The said trustee shall also permit my daughter, Rebecca Snyder, to select any store premises of the trust properties wherein she desires to conduct a business, and the trustee shall terminate any other existing tenancy of the same as soon as this lawfully can be done, and shall permit her to occupy the same so long as she bonafidely conducts a commercial enterprise thereon, without payment of any rent or of any charge whatsoever. As often as she may desire to move her business to any other store premises of the trust properties, the trustee shall terminate any other existing tenancy of the same as soon as this can be done lawfully, and shall permit her to occupy the same so long as she bonafidely conducts a commercial enterprise thereon, without payment of any rent or of any charge whatsoever.

(2) My daughter, Sarah Wolod, shall have the right to occupy one house or apartment of the trust properties for the personal living quarters of herself and her family, without payment of rent or of any charge whatsoever. The house or apartment to be so occupied by her shall be selected by agreement between her and Rebecca Snyder and she must obtain the written consent of Rebecca Snyder to

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND



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her choice. The trustee shall terminate any other existing tenancy of the house or apartment so selected, and shall permit Sarah Wolod and her family to occupy the same so long as she may desire and so long as she uses the same for her personal living quarters, without payment of any rent or of any charge whatsoever. As often as Sarah Wolod may desire to move her personal living quarters to any other house or apartment of the trust properties, but only if she obtains the written consent of Rebecca Snyder to her selection, the trustee shall terminate any other existing tenancy of the same as soon as this can be done lawfully, and shall permit her and her family to occupy the same as long as she may desire and so long as she uses the same for her personal living quarters, without payment of any rent, and without any charge of any nature whatsoever.

The said Sarah Wolod shall also have the right to occupy one store premises of the trust properties so long as she shall bonafidely conduct a commercial enterprise thereon, without payment of any rent or of any charge whatsoever. The store to be occupied by her shall be selected by agreement between her and Rebecca Snyder, and she must obtain the written consent of Rebecca Snyder to her choice. The trustee shall terminate any other existing tenancy of the store premises so selected, as soon as this can be done lawfully, and shall permit the said Sarah Wolod to occupy the same so long as she bonafidely conducts a commercial enterprise thereon, without payment of any rent or of any charge whatsoever. As often as she may desire to move her business to any other store premises of the trust properties, provided she obtain the written consent of Rebecca Snyder, the said trustee shall terminate any other existing tenancy of the same as soon as this can be done lawfully and shall permit her to occupy the same so long as she bonafidely conducts a commercial enterprise thereon, without payment of any rent or of any charge whatsoever.

(3) Excepting the properties occupied by Rebecca Snyder and Sarah Wolod under the preceding provisions of this Will, I authorize, empower and direct the said Noah A. Hillman, Trustee to let and demise all of the trust properties, to such persons, for such terms, and for such rents and charges, as the said Trustee in his discretion may deem right and proper; and to collect and receive

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

all income so derived. The said trustee shall have general control, management, and supervision of the trust properties, and shall care for, preserve and maintain the same, and cause to be made any repairs or alterations that he deems requisite. I direct that the said trustee shall employ my son-in-law, Meyer Wolod, as agent for the trust properties, to attend, under the supervision, direction, and control of the said trustee, to renting the properties, collecting rents, making repairs, and any other duties that the trustee may designate. The said trustee shall not have power to discharge the said Meyer Wolod from this employment unless and until it is established in a court of law that he has committed or attempted to commit some fraud or knavery against the trust estate.

The income derived from the trust properties shall be applied and expended each month by the trustee as follows: (a) to pay to the trustee each month five per cent (5%) of the gross rents collected, plus a like commission upon the fair rental value of properties occupied by Rebecca Snyder and Sarah Wolod, as full payment for all of his services as trustee, (b) to pay to Meyer Wolod each month six per cent (6%) of the gross rents collected by him, as full payment for all of his services in the administration of this trust, (c) to pay or set aside in a reserve each month one-twelfth of all taxes, public dues and charges that may be assessed against all of the trust properties including those being occupied by Rebecca Snyder and Sarah Wolod, (d) to pay each month all debts due for repairs, maintenance and upkeep of all the trust properties, including those being occupied by Rebecca Snyder and Sarah Wolod (which I hereby direct the trustee to keep in good repair); or, if a debt be large, to pay such portion thereof each month as the trustee in his discretion may decide, (e) to pay my just debts, funeral expenses, and costs of administering my estate, (f) to pay the remaining net income to my children each month, in the following proportions: eighteen per cent (18%) to my daughter, Rebecca Snyder; eighteen per cent (18%) to my daughter, Sarah Wolod; eighteen per cent (18%) to my son, Max Bloom; eighteen per cent (18%) to my son, Leon Bloom; eighteen per cent (18%) to my son, William Bloom; and ten per cent (10%) to my son, Samuel Bloom. The income shall be paid to the beneficiaries monthly, currently as received, as nearly as possible.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Upon the death of any daughter or son of mine, the share of income theretofore paid to such deceased daughrer or son shall be divided equally among his/or her children then living, to the exclusion of any spouse of my deceased daughter or son; and upon the death of any of these grandchildren of mine his or her share of the income shall be divided equally among his or her surviving brothers and sisters. In event that any child of mine dies without leaving issue surviving, the share of income theretofore paid to such deceased child shall be distributed proportionately to the surviving beneficiaries of this trust, my children and grandchildren, to the exclusion of the spouse of the deceased child.

The share of income to which any grandchild of mine may become entitled under this trust, shall be held in further trust by the said Noah A. Hillman, Trustee, and shall be deposited in an interest bearing savings account in a safe bank and accumulated by the trustee until such grandchild shall attain the age of twenty-one (21) years at which time the entire fund so accumulated shall be paid outright to such grandchild. If such grandchild shall die before attaining said age, the share of such grandchild shall be divided equally among his surviving brothers and sisters. Provided, however, that the said trustee shall expend the whole or any portion of the fund if, in his opinion and discretion, such grandchild will not otherwise receive adequate support and maintenance, and the fund or share of income to which such grandchild is entitled in his opinion and discretion is not sufficient for this purpose, then I authorize, empower and direct the said trustee to expend for this purpose as much of the entire income from the trust properties as he may deem proper and necessary and to charge this extra allowance proportionately to all of the other beneficiaries of this trust.

I hereby authorize, empower and direct my said trustee to advance to any beneficiary under this trust such sum of money as in his discretion he may approve, in cases of illness, financial difficulty, accident, and emergency, and to charge the same against the share of such beneficiary in the future income of the trust property. Provided, however, that the trustee shall not advance more than two hundred dollars ($200.00) to a beneficiary in cases of financial

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

difficulties, nor more than one thousand dollars ($1,000.00) to a beneficiary in cases of accident or emergency; but there shall be no limit on the amount that can be advanced to a beneficiary, in the discretion of the trustee, in cases of illness. I authorize, empower and direct the said trustee to borrow money in furtherance of the provisions of this paragraph, if necessary, upon any or all of the trust properties, or to sell all or any of the same in fee simple, and to execute any mortgages, conveyances, or contracts of sale in pursuance of this power, and to receive and apply the proceeds as herein directed. The mortgagees or purchasers shall have no obligation to see to the proper use of the proceeds by the trustee.

The rents from the property (first and second floors) of Number 8 Market Space, Annapolis, Maryland shall be paid to my daughter, Rebecca Snyder, less taxes, water charges, insurance and collection charge but with no deductions for repairs.

(4) None of the beneficiaries of this trust shall have any power to sell, assign, transfer, pledge, mortgage, convey, or in any manner whatsoever dispose of his right to his share of the income or principal or benefits, in whole or any part; nor shall his share of income or principal, in whole or any part, be liable for his or her past, present, or future debts, nor subject to any attachment, garnishment, or execution of any kind. I direct my trustee to pay the income or principal into the hands of my said beneficiaries, upon their receipts, and not into the hands of any other persons, whether claiming by authority of a beneficiary or otherwise.

(5) I authorize, empower and direct the said Noah A. Hillman, Trustee to mortgage or sell and convey in fee simple, all or any of the trust properties (except those in sub-paragraph (7) to go to Rebecca Snyder and Sarah Wolod) and to reinvest the moneys so obtained. The lenders or purchasers shall have no obligation to see to the proper application of moneys so derived.

(6) It shall not be necessary for my said trustee to request or obtain permission of any Court to exercise any of the powers conferred by any preceeding or subsequent provision of this Will, nor to report any sale or other

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

transaction to any Court, nor to obtain the ratification of any sale or transaction by any Court. Any sale authorized by any provision of this will may be either a public or private sale; provided that any beneficiary shall have a preferential right to purchase any property being sold at private sale for the same price that it will otherwise be sold to others if a beneficiary is ready, willing and able to purchase at that price.

(7) The trust shall continue until the expiration of twenty (20) years after my death and shall then be ended. At that time the property Number 8 Market Space, Annapolis, shall vest in my daughter, Rebecca Snyder, in fee simple; and at that time the properties Number 91, 93 and 95 Main Street, frame building and land, shall vest in my daughter, Sarah Wolod, in fee simple. At that time the trustee shall sell the remaining properties and distribute the proceeds and all other assets in his hands among all of the beneficiaries named in sub-paragraph (3) then living in the same proportions as their share of income. If at the expiration of 20 years from my death, any daughter or son of mine shall have died, the trustee shall pay her or his share equally among her or his children then living, to the exclusion of any spouse of my deceased daughter or son. In event that any child of mine dies without leaving children surviving at the termination of this trust, the share of such child of mine shall be distributed proportionately to the surviving beneficiaries of this trust, my children and grandchildren, to the exclusion of the spouse of the deceased child. Wherever in this will I have referred to grandchildren or children of my children, the term shall include any child legally adopted by a child of mine. The trustee may sell at either public or private sales and any beneficiary shall have a preferential right to purchase any property being sold at private sale for the same price that it is otherwise being sold to others. Provided, further, that no property shall be sold at private sale unless a majority of the adult beneficiaries then living will consent to the terms of the sale and the purchase price for which it is to be sold.

FOURTH: I appoint Noah A. Hillman, of Annapolis, Maryland, to be executor of my estate.

FIFTH: All inheritance taxes payable by my beneficiaries shall be paid out of the income from the trust properties.

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

SIXTH: I direct that my safe deposit box in the bank of the County Trust Company of Maryland, Annapolis, Maryland, shall not be opened except in the joint presence of the said Noah A. Hillman and my son, Samuel Bloom.

IN TESTIMONY WHEREOF, I have this 1st day of July, 1948, hereunto set my hand and affixed my seal to this Will consisting of eight pages and executed in duplicate.

His
Louis + Bloom
Mark
Testator

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.

Lillian M. Fiva Address Annapolis, Md.

Naomi K. Garner Address Annapolis Md.

Meyer Volod Annapolis Md.

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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## C O D I C I L

This is the first Codicil to my Last Will and Testament dated the first day of July, 1948.

Whereas, since the making of my said Will I have reconsidered the matter of the devise of my properties Numbered 91, 93, and 95 Main Street to my daughter Sarah Wolod to vest in her after the trust created in said Will.

Whereas, I have come to the conclusion that it is not fair to my other children for these properties to go to my said daughter, but that all the children should share them in the proportions mentioned in my Will. Therefore I do hereby, for the purpose aforesaid, change sub-paragraph (7) of paragraph "third" to read as follows:

(7) The trust shall continue until the expiration of twenty (20) years after my death and shall then be ended. At that time the property Number 8 Market Space, Annapolis, shall vest in my daughter, Rebecca Snyder, in fee simple. The trustee shall sell the remaining properties and distribute the proceeds and all other assets in his hands among all of the beneficiaries named in sub-paragraph (3) then living in the same proportions as their share of income. If at the expiration of 20 years from my death, any daughter or son of mine shall have died, the trustee shall pay her or his share equally among her or his children then living, to the exclusion of any spouse of my deceased daughter or son. In event that any child of mine dies without leaving children surviving at the termination of this trust, the share of such child of mine shall be distributed proportionately to the surviving beneficiaries of this trust, my children and grandchildren, to the exclusion of the spouse of the deceased child. Wherever in this Will I have referred to grandchildren or children of my children, the term shall include any child legally adopted by a child of mine. The trustee may sell at either public or private sales and any beneficiary shall have a preferential right to purchase any property being sold at private sale for the same price that it is otherwise being sold to others. Provided, further, that no property shall be sold at private sale unless a majority of the adult beneficiaries then living will consent to the terms of the sale and the purchase price for which it is to be sold.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

In all other respects I hereby confirm my said Will.

In testimony hereof I have hereunto set my hand and seal this 2nd day of May, 1949.

Louis his Bloom (SEAL)
Mark

Signed, sealed, published and declared by the above named testator as and for the first Codicil to his Last Will and Testament in the presence of us who, at his request in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

| | |
|---|---|
| Naomi K. Garner | Gambrills, Md. |
| C. Albert Hodgson | Annapolis Md. |
| Noah A. Hillman | Annapolis Md |
| | |

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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# Anne Arundel County, Ss:

On the 11" day of December, 1953
came Noah A. Hillman
and made Oath in due form of law, that he does not know of any Will or
Codicil of Louis Bloom
late of said County, deceased, other than the above instrument of writing, and that he
received the same from the Register of Wills' Office
Testator died

on ~~or about~~ the 19" day of November, 1953
Sworn to before the subscriber

TEST: Clemence C. Burwell
Deputy *Register of Wills for Anne Arundel County.*

# Anne Arundel County, Ss:

On the 14" day of December, 1953
came Naomi K. Garner & on the 17th Meyer Wald
subscribing witnesses to the aforegoing last Will and Testament of
Louis Bloom late of said County, deceased, and made oath in
due form of law, that they did see the Testator
sign and seal this Will; that they heard him publish, pronounce and
declare the same to be his last Will and Testament, that at the time of
his so doing he was, to the best of their apprehension, of sound
and disposing mind, memory and understanding; and that they together with
Lillian M. Fine

subscribed their names as witnesses to this Will in his presence, at
his request and in the presence of each other.
Sworn to before the subscriber

TEST: Edna E. Perrie Deputy
*Register of Wills for Anne Arundel County*

3,500—1-30—M. & T.

**Anne Arundel County, Ss:**

On the 14" day of December 1953 came Naomi K. Garner & Noah A. Hillman subscribing witness to a 1st Codicil to the aforegoing last Will and Testament of Louis Bloom late of said County, deceased, and made oath in due form of law, that They did see the Testator sign and seal this Codicil; that they heard him publish, pronounce and declare the same to be a 1st Codicil to his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that They together with C. Albert Hodges, Jr. subscribed their names as witnesses to this Codicil in his presence, at his request and in the presence of each other.

Sworn to in open Court,

TEST Clemence C. Burwell
Register of Wills for Anne Arundel County
Deputy

**IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:**

The Register of Wills after having carefully examined the above last will and Testament of Louis Bloom late of said County, deceased, together with the codicil thereunto attached, and also the evidence adduced as to its validity, orders and decrees this 18" day of December 1953 that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Louis Bloom, deceased.

Under the power conferred upon the Register of Wills by Section 348 of Article 93.

R Glenn Prout
Register of Wills for Anne Arundel County

approved by the Court this 22" day of December, 1953.

Judges: Owain E. Owens
Joseph O. H. Fowler

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No 13063
Equity

# THE STATE OF MARYLAND,

To William N. Baldwin
and
William F. Perlitz
GREETING:

**This Is To Authorize You Jointly** to appraise the Real Estate of Louis Bloom late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Owain E. Owens ESQUIRE,
Chief Justice of the Orphans' Court for Anne Arundel County, this 13th day of May in the year of our Lord one thousand nine hundred and fifty-four

SEAL

TEST [signature]
*Register of Wills for Anne Arundel County*

We William N. Baldwin and William F. Perlitz do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Louis Bloom late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

[signature]
W. N. Baldwin
*Appraisers.*

**I Hereby Certify**, That the aforegoing oath was taken and subscribed to by the said William N. Baldwin and William F. Perlitz before the undersigned, a ~~Justice of the Peace~~ Register of Wills of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 13 day of May in the year of our Lord one thousand, nine hundred and 54

[signature]
Deputy ~~XXXXXXXXXXXX~~ *for Anne Arundel County.*

**A True and Perfect Inventory** of all and singular the Real Estate of Louis Bloom late of Anne Arundel County, deceased, appraised by the subscriber William N. Baldwin and William F. Perlitz jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Examiner's Exhibit No 6
Hillman v. Snyder, Eq No 13063
John J. Rowe 2. Examiner
REFILED
1959 APR. 24

FILED
1959 JAN 29 PM 2:50 Petitioner's Exhibit No. 2

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| | |
|---|---|
| Lots 54,56,58,60 & Imps. Spa Road | 2,527.00 |
| Lot 15, & imps. 194 Green St., | 7,500.00 |
| Lot & Imps 196 Green St.. | 2,500.00 |
| Lots 91,93,95 Main St. & Imps | 13,500.00 |
| 97,99, Main St. & Imps | 15,000.00 |
| Lots 30 Taylor St., & Imps | 480.00 |
| Lot 8 Market Space, & Imps | 10,500.00 |
| | 52,007.00 |

**We, The Subscribers, Do Certify**, That the foregoing is a just and true inventory and vaination of all and singular the Real Estate of the said Louis Bloom, and Pauline Bloom, his wife deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

**Witness Our Hands And Seals** this 13th day of May in the year of our Lord one thousand nine hundred and fifty-four

[Seal.]

[Seal]

*Appraisers.*

Amount of Inventory as above - - - - - $ 52,007.00

Direct Inheritance Pd.
George M. Nutwell, Register
of Wills Anne Arundel County

Executor

## STATE OF MARYLAND.

*Anne Arundel County. Sct:*

**Be It Remembered And It Is Hereby Certified**, That on this 22nd day of December in the year of our Lord one thousand, nine hundred and fifty-four personally appeared Noah A. Hillman, Executor of Louis Bloom late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Louis Bloom deceased, within the State of Maryland, that has come to his Knowledge, and that should he hereafter discover any other Real Estate belonging to the said deceased in said State he will return an additional Inventory thereof.

Sworn to before the Subscriber.

Clemmie C. Buzzell
Deputy *Register of Wills for Anne Arundel County.*

PASSED BY ORDER OF COURT THIS 23rd day of Dec. 1954.

Owain E. Owens, C.J.
Ernest A. McAllister
Milton D. Clary

LIBER 122 PAGE 332

# STATE OF MARYLAND

## *Anne Arundel County*

*I, GEORGE M. NUTWELL. 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* Real Inventory

of

Louis Bloom

*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* 6th *day of* January *in the year of our Lord, nineteen hundred and fifty* nine

George M Nutwell

*Register of Wills for Anne Arundel County*

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| | | |
|---|---|---|
| NOAH A. HILLMAN, Trustee of Louis Bloom, Deceased | * | |
| vs. | * | IN THE |
| REBECCA SNYDER | * | CIRCUIT COURT |
| SARAH WOLOD | * | FOR |
| LEON BLOOM | * | ANNE ARUNDEL COUNTY |
| WILLIAM BLOOM | * | Equity No. 13063 |
| SAMUEL BLOOM Legatees under the Last Will and Testament and Codicil of Louis Bloom, Deceased | * | |
| | * | |

ANSWER OF REBECCA SNYDER, ONE OF THE LEGATEES, TO THE PETITION TO ASSUME LIMITED JURISDICTION OF TRUST ESTATE OF LOUIS BLOOM

Rebecca Snyder, one of the Legatees under the Last Will and Testament and Codicil of Louis Bloom, Deceased, by Alvin Solomon, her Solicitor, in answer to the Petition to Assume Limited Jurisdiction of Trust Estate of Louis Bloom heretofore filed by Noah A. Hillman, Trustee of the Trust Estate of Louis Bloom, says:

1. That she admits the allegations contained in Paragraph One of said Petition.

2. That she admits the allegations contained in Paragraph Two of said Petition.

3. That she admits the allegations contained in Paragraph Three of said Petition.

4. That she admits the allegations contained in Paragraph Four of said Petition.

5. That she admits the allegations contained in Paragraph Five of said Petition.

6. That she is without knowledge at this time of the allegations contained in Paragraph Six of said Petition.

7. That she is without knowledge at this time of the allegations contained in Paragraph Seven of said Petition and demands strict proof thereof. That in further answer to the allegations

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contained in Paragraph Seven, she alleges that she has been led to believe by Noah A. Hillman, Trustee, that the allegations contained in Paragraph Seven are true and as therein stated.

8. That she admits the allegations contained in Paragraph Eight of said Petition.

9. That she amits the allegations contained in Paragraph Nine of said Petition.

10. That she admits the allegations contained in Paragraph Ten of said Petition.

11. That she admits the allegations contained in Paragraph Eleven of said Petition.

12. And in further answer to said Petition, the said Rebecca Snyder hereby consents to the relief requested by the Trustee, provided that the allegations set forth in Paragraph Seven of the Petition are proven to the satisfaction of this Honorable Court. And in still further answer to said Petition, the said Rebecca Snyder avers that Paragraph Third (1) of the Will vests in her certain valuable rights and privileges, which, while not availed of by her as yet, may or could be exercised by her in the future. And that she desires this Honorable Court to protect her insofar as said rights and privileges are concerned.

AND, AS IN DUTY BOUND, ETC.

Alvin Solomon
47-48 Central Savings Bank Bldg.
Baltimore 2, Maryland
Lexington 9-7770
Solicitor for Rebecca Snyder

Rebecca Snyder
One of the Legatees under the Last Will and Testament and Codicil of Louis Bloom, Deceased

Copy of the aforegoing mailed this 4th day of March, 1959, to C. Osborne Duvall, Esq., Maryland Hotel Building, Annapolis, Maryland, Solicitor for Noah A. Hillman, Trustee.

Alvin Solomon

Noah A. Hillman, Trustee of
Louis Bloom, deceased

vs.

Rebecca Snyder, et al

No. 13063 ~~DIVORCE~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

## DECREE PRO CONFESSO

The respondents, Sarah Wolod, Leon Bloom, William Bloom and Samuel Bloom ~~after order of publication duly published or served~~ (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said ~~order of publication~~ (or writ of summons).

It is, thereupon, this 21st day of March, 1959 by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondent of the time and place of taking of testimony.

Matthew S. Evans
Judge

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| | | |
|---|---|---|
| NOAH A. HILLMAN, TRUSTEE OF | * | IN |
| LOUIS BLOOM, DECEASED | * | THE CIRCUIT COURT |
| VS. | * | FOR |
| REBECCA SNYDER, ET AL | * | ANNE ARUNDEL COUNTY |
| | * | NO. 13,063 EQUITY |

* * * * *

TESTIMONY ON BEHALF OF PETITIONER

April 9, 1959

Present:

Mr. C. Osborne Duvall, Solicitor for Petitioner

Mr. Alvin Solomon, Solicitor for Respondents

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Noah A. Hillman, pages 2 - 12.

C. Albert Hodges, pages 13 - 16.

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1959 APR 24 PM 4:02



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(Mr. Duvall)

I offer as Examiner's Exhibits 1, 2, and 3, copies of the notice to Sarah Wolod, Leon Bloom, and Samuel Bloom with the return receipts attached.

(COPIES FILED HEREWITH MARKED EXAMINER'S EXHIBITS 1,2,3.)

And as Examiner's Exhibit 4, a copy of the notice sent to William Bloom and the envelope returned marked, "refused".

(COPY AND ENVELOPE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

(COPY OF LAST WILL AND TESTAMENT OF LOUIS BLOOM AND CODICIL FILED HEREWITH MARKED EXAMINER'S EX.5)

Noah A. Hillman, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Duvall - Direct Examination:)

1 Mr. Hillman, will you state your name and address.

A Noah A. Hillman, Attorney at Law, Maryland Hotel Bldg., Annapolis, Maryland.

2 Mr. Hillman, are you Trustee under the Last Will and Testament of Louis Bloom, deceased?

A I am.

3 And have you been discharging your duties as Trustee under that Will since the probate of that Will?

A I have.

4 Now, would you name the children, the heirs of Louis Bloom at the time of his death?

A Dr. Samuel Bloom, William Bloom, Leon Bloom, Sarah Wolod, Rebecca Snyder.

5 Are they all adults?

A They're all adults.

6 Do you know whether or not there is any child who predeceased Louis Bloom?



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A There were no children who predeceased Louis Bloom, Max Bloom died after Louis Bloom died.

7 Did Max Bloom leave any heirs?

A Max Bloom left no other heirs other than his brothers and sisters.

8 Now, has Administration of the Personal Estate of Louis Bloom been completed in the Orphan's Court?

A Yes, it has, and all inheritance taxes have been paid.

(Mr. Duvall)

At this point I would like to offer as Examiner's Exhibit 6 a photo copy of the appraisal of real estate filed in the Orphan's Court in the Estate of Louis Bloom, which was filed with the petition as Petitioner's Exhibit 2.

(PHOTO COPY OF REAL ESTATE APPRAISAL FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.6)

9 Now, will you describe the condition of the properties known as Nos. 91, 93 and 95 Main Street, Annapolis?

A This is a building, one building, though it has three numbers, a very old two and a half story frame structure, roof sags and is in a, generally, very bad dilapidated condition. One part of it is used by Mr. Norman Hazard as a paint shop and if you go in it it looks superficially and on the surface not too bad because he has panelled it. Next to it is a very small shop which is used as a barber shop; above these two are living quarters occupied now, and since Mr. Bloom's death, by his daughter Sarah Wolod. There are other rooms which are in such bad condition you can't rent them and it would cost too much to renovate and repair them to justify doing it. We receive no rent under the Will



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of Mr. Bloom from Sarah Bloom, Sarah Wolod.

10 Now, have you, as Trustee, received any communication from any official of the City of Annapolis concerning these buildings on the corner of Main and Green Sts.?

A I have, the building you referred to is the one next to the one I've just described and is known as 97 and 99 Main Street, that is a building which goes back, apparently, to colonial times according to the best authority and it is known as 97 and 99 Main Street.

11 And what communication, if any, did you receive from the City of Annapolis concerning that building?

A Well, I've received several from the City Engineer, Mr. Joseph M. Axelrod. And in the past I have received other communications from the fire inspector who required me to do extensive renovating which I could not and would not do because it did not pay to do it. Now, I have a letter from Mr. Axelrod dated May 17, 1958, which I received as a result of a conference held on the grounds three days earlier.

(LETTER MARKED EXAMINER'S EXHIBIT 7)

12 Now, after receiving that letter communication from Mr. Axelrod did you consult any architectural firm in Annapolis concerning what would be necessary to meet the requirements of the City Building Code?

A Yes, I did, I contacted the architectural firm of Rogers, Taliaferro and Lamb, 18 West Street, Annapolis, Maryland.

13 And after communication with that firm do you know whether or not they retained any building engineer to examine the premises and submit a report concerning the condition ofthe premises and what would be necessary to meet the requirements of the city?

29

A Yes, I know that they retained the services of Mr. William Lewis Green of Annapolis, Maryland, he is an engineer.

14 And did Mr. Green submit a report to you?

A He submitted a report after meeting again on the grounds, I don't know how many times and going to the building, he submitted a written report to Rogers, Taliaferro and Lamb, and they furnished me copies of it, one of which I furnished to the City Engineer, I have my copy here.

15 Is this a copy you received from Rogers, Taliaferro & Lamb?

A This is.

( REPORT DATED JULY 7, 1958 OF WILLIAM LEWIS GREEN FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8)

16 Now, Mr. Hillman, is the building which is identified as No. 97, 99 Main Street being occupied?

A No, for a long time prior to this examination by the engineer the corner store was vacant anyway, and the building consist of two small stores on the first floor, one, as I say, was vacant. The other one was occupied by Sarah Wolod rent free under the terms of the Will, but at the suggestion of the engineer I've had to move them out of there too and move tenants out of the building who occupied the upper floors.

17 So the building has been vacated since the summer of '58 when this condition arose?

A Yes.

18 Now, have you had any expense in connection with actually keeping the building from falling down, keeping it erect?

A Yes, I had a choice of two things from the City Engineer;

I was told to either raze the building or put it in a structually sound condition, but it seemed to me that the cost of putting it in a structually sound condition as far as the estate was concerned was out of the question, so we did the next thing in the nature of salvage at the suggestion of the City Engineer, that was to, as I would call it, prop the building and keep it from collapsing by reason of vibration, as he said it might do.

19 And whom did you engage to do that work?

A Mr. Will Corbin, Builder, of Annapolis, Maryland.

20 And that was actually a shoring process?

A It was a shoring process, yes.

21 What was the cost to the estate for having that done?

A The cost to the estate was Nineteen Hundred and Eighty Six Dollars.

22 Now, directing your attention to the properties Nos. 194 and 196 Green Street, Mr. Hillman, would you describe the condition of those premises and the location of those premises and their positions with relation to 91, 93 and 95 Main Street?

A Well, the building which is known as 196 Green Street is the one immediately adjoining this building that the City Engineer said we should either raze or put in a structually sound condition. And that is a quite small brick building, the first floor is occupied as a store which is conducted as a pet shop, Thirty Dollars a month, and above it are a few rooms, a woman and child live there. The next building, beyond 196 is 194 Green St.

23 ~~In your opinion,~~

31

That building is part brick and part frame and is occupied on the first floor by a barber shop and we rent the building in its entirety and the barber tenant sublets it. This is the arrangement that existed when I took over and there was no occasion to make a change, as a matter of fact, when I took over the estate this tenant was furnished heat for the entire building, but I made a new arrangement with him where we share the cost of the heat. This building is, likewise, in rather poor condition.

24 Now, in addition to these properties which have been described, what other properties are in this trust estate?

A There is a brick building on No. 8 Market Space, the business there conducted is known as Downtown Tavern, above it are living quarters which recently were gutted in a very bad fire. And there are also three houses on Spa Road which the building inspector just prior to the death of Mr. Bloom ordered him to tear down, but we worked it out so that we re-built it and presently is income producing.

25 Are those buildings mortgaged?

A Those buildings are mortgaged, we paid off, practically paid off one mortgage on it but had to borrow money again to meet the deficits in this estate. And there is a lot of ground, I think it's on Taylor Street, that is the extent of the estate.

26 That's an unimproved lot?

A Unimproved, that's right.

27 That is not income producing?

A There's a garage on it, it is presently, we recently



32

rented that at Fifteen Dollars a month.

28 Are the accounts of this estate kept on a calendar year basis or fiscal year basis?

A They're kept on a calendar year basis because that is the way Mr. Bloom did it when he was living and his accountant is my accountant.

29 Now, directing your attention to the calendar year of 1958, did the properties of which this estate consist show a profit in the property?

A No, it showed a loss.

30 Approximately how much?

A Fifty Five Hundred and Fifty Six Dollars and Four Cents, that, of course, takes into account the accountant's method of reckoning the depreciation for reserve and so on.

31 Well, was it necessary to invade the corpus of this trust estate during 1958 to meet any expenses?

A Yes, it was.

32 Do you know to what extent the corpus had to be invaded?

A I borrowed for the estate from County Trust Company Two Thousand Dollars and I had to re-finance these three properties on Spa Road paying off an existing mortgage and borrowing on a new one, the mortgagee in it is Mr. John Segelken.

33 I understood earlier in your testimony you said that Sarah Wolod had exercised her right under the Will to occupy certain part of the property in question in this petition, rent free, under her father's Will, is that correct?

A That's right, when I took over the estate some few

years ago, she and her father had been living together, her family, living together in this property above 91 - 93 - 95 Main Street and that's where she remained.

34 Do you know whether or not Mr. Blooms's daughter, Rebecca Snyder, has exercised her right to select living quarters among the properties?

A So far she has not.

35 And she lives where?

A She lives in Baltimore, nor has she exercised the

36 right under the Will, Mrs. Snyder I'm speaking of, to have a store property rent free, which is also her right under the Will.

Cross Examination by Mr. Solomon:

1 Mr. Hillman, your descriptions of the properties which you desire the Court to authorize you to sell, you have stated that Nos. 91 -93-95-97 and 99 Main Street are in dilapidated condition and are uneconomical in so far as the estate is concerned, and I believe, it is your opinion that they be sold and it is also the opinion of the independent experts that you called in, that they be sold. Now, in so far as Nos. 196 and 194 Green Street are concerned, you testified that 196 Green Street brought in a gross rental of Fifty Five Dollars a month, and 194 Green Street brought in a gross rental of One Hundred and Forty Five Dollars per month, that 196 Green Street was in fair condition and that 194 Green Street was in a generally poor condition. Is it necessary that the Green Street properties be sold or can they be divorced from the Main Street properties and retained in the estate as income producing properties?

A Well, there are several reasons which prompt me to 9

believe that all of the property mentioned here today should be sold, none of them have very much of a lot of ground, for example. If we were to sell 91-93-95-97 and 99 Main Street or attempt to sell to someone who wanted space, in other words, to tear these buildings down, and it may be that that will be the most economical thing to do. In my opinion, my judgment, it would be better to sell the whole lot, all four tracts to obtain a better price; while these properties are numbered they actually do not have much space under them. Even the building that you mentioned, No. 196 Green Street, if you would look at it, you would find that it's leaning against and propped up by this very building that the City Engineer says ought to be raised. The other building, 194 Green Street, needs such extensive renovation and repairs which are not shown in the appraisal, I've held back spending this money figuring it ought to be sold and no new money put in. In other words, the four properties constitute a complex as I would call them, and in that congested area of the city if one wanted to locate, say, a large store or similiar structure, they would need every inch of space that is taken up by these buildings, they are really small buildings.

2 For the expected return on re-sale from the Green Street property, do you think that that money can be re-invested and produce the same income that the Green Street properties are now bringing in?

A It's difficult to answer that question in the affirmative because if we sell the other properties and leave the Green Street properties there, the city is not going to let



35

me get by with what I have apparently been able to get by with up to this time, namely, the keeping of dilapidated property. And it's hard for me to say that we can get the same income, but I don't have too much choice here.

3 Have you had expert opinion as to the cost of the repair and renovation of the Green Street properties?

A No, I have not, but I've had a lot of experience with a number of estates, and particularly this one, and I know something about building or rebuilding cost.

4 It's your opinion then that the properties would bring more at either public or private sale if they were sold as an entirety rather than if the Green Street properties were divorced from the Main Street properties and retained in the estate?

A Yes, I feel that it probably would, and yet the best manner of offering it for sale when, as and if we get to it would be, naturally, to offer it as an entirety or piece meal and sell it in the manner producing the most.

(Mr. Duvall - Re-Direct Examination:

1 Mr. Hillman, have you had these properties appraised by real estate agents in Annapolis?

A Yes, I have.

2 Whom did you retain to make appraisal of these properties?

A Mr. Fred Voges, Mr. C. Albert Hodges and Mr. C. Albert Hodges, Jr.

3 And the paper which I hold in my hand, the report submitted to you over the signatures of Mr. Voges and



EG

C. Albert Hodges, Jr. are their signatures?

A Yes.

(REPORT DATED JANUARY 17, 1959 OF FRED VOGES AND C. ALBERT HODGES, JR. FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.9)

4 Mr. Hillman, since you took over the estate, have these Green and Main Street properties shown any net profit?

A No.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

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

Signature.....Robt. A. Hillman.....

C. Albert Hodges, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Duvall)

1 Will you state your name and address, please?

A C. Albert Hodges, 156 South Street, Annapolis, Md.

2 What is your occupation?

A Real estate broker.

3 And how long have you been engaged in real estate?

A Since 1932.

4 And have you made appraisals in Anne Arundel County, and particularly the City of Annapolis during the time you've been engaged in real estate?

A Yes, I was with the State Tax Commission, Assessment Department.

5 And have you had occasion to testify in courts in this county and elsewhere?

A Oh, yes.

6 Now, Mr. Hodges, sometime prior to January 17th, 1959, did you have occasion to examine properties in the City of Annapolis identified as Nos. 91 - 93 - 95 Main Street?

A I did.

7 97 and 99 Main Street?

A Yes.

8 And No. 194 and 196 Green Street?

A Yes sir.

9 Did you make any particular groupings of these properties or did you make an appraisal of each, individually by number?

A We took 91 - 93 and 95 as one unit; and 97 and 99 on the second unit; and then Green Street property individually.

10 Now, would you give us your opinion of the fair market value of Nos. 91 - 93- and 95 Main Street?

A Fifteen Thousand Dollars.

11 And could you describe these properties, Mr. Hodges, generally?

A Two and a half story frame building, occupied by, a portion of it occupied by Norman Hazard's Paint Shop, that we felt was in fair condition due to the fact that Mr. Hazard has done a lot of panel work in there himself, that is the lower floor, we didn't get up-stairs.to survey it, there was no one there to show us the individual rooms.

12 Do you know the approximate size of this building?

A Well, that size is 46 x 68 feet, and the building covers pretty much the entire lot.

13 Now, what, in your opinion, is the fair market value of properties identified as Nos. 97 and 99 Main Street?

A Seventeen Thousand Five Hundred.

14 Could you describe the improvements of those properties?

A Well, that was a brick building, three stories, lot size was 40½ feet with a depth of 32½ feet, that took in the building that was in a very dilapidated condition and had to be shored up in order to please the City Engineer.

15 What is the size of the land on which these buildings are situated?

A 40½ feet front with a depth of 32½ feet.

16 Now, Mr. Hodges, what, in your opinion, is the fair market value of the property identified as 196 Green Street?

A Forty Two Hundred Dollars.



40

17 And can you describe the improvements at that location?

A This is a two story brick building, it has a store and a barber shop, a pet shop, appeared to be in fair condition structually, the size of the lot is 21 feet by 51 feet.

18 And what, in your opinion, is the fair market value of property identified as No. 194 Green Street?

A Eighty Four Hundred, that is occupied as a barber shop and seems to be in fair condition; 15 feet by 37 feet depth.

19 And to sum up the total appraisal, what is your opinion the fair market value of all of these buildings which have been identified, Nos. 91 - 93 - 95 - 97 - 99 Main Street, 194 and 196 Green Street?

A Forty Five Thousand One Hundred Dollars, on the liberal side, in my opinion.

Cross Examination by Mr. Solomon:

1 Mr. Hodges, when you were talking about the fair market value, do you mean from a willing seller to a willing buyer, private sale?

A Yes.

2 Do you think you could bring that at private sale?

A Yes.

3 Would you be willing to venture an opinion as to what it would bring at public auction?

A No, I would not, I've had very little experience with auction sales, Mr. Solomon.

4 In your opinion, could the Green Street property be divorced from the Main Street property?

A Very improbable.

5 Why is that, sir?

A On account of the size of the lot, the land behind it, that's the reason we didn't show the building measure-

ments separate because ~~they~~ there was so little land behind it that you wouldn't know where to start.

(Mr. Solomon)

I have no further 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...G. Albert Hodges Sr.....

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 24th day of April, 1959.

John G. Rouse, Jr., Examiner (SEAL)

J.R. $10.00

I.H. $16.00 Pd. J.H.

LIBER 122 PAGE 353

April 2, 1959

TO: Mrs. Sarah Wolod
93 Main Street
Annapolis, Maryland

TAKE NOTICE:

Testimony will be taken in the case of Noah A. Hillman, Trustee, vs. Rebecca Snyder, et al, No. 13,063 Equity, on Thursday, April 9, 1959, at 10 A.M., Room 216, Court House, Annapolis, Maryland, before John G. Rouse, Jr., Esq., Standing Examiner in Equity.

It is not necessary that you attend this hearing but you are privileged to appear if you desire and give any testimony which you wish concerning this matter.

C. Osborne Duvall
Maryland Hotel Building
Annapolis, Maryland

Solicitor for Petitioner.

Examiner's Exhibit No. 1
Hillman v. Snyder, Eq. No. 13063
John G. Rouse, Jr. Examiner

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1959 APR. 24

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LIBER 122 PAGE 354

April 2, 1959

TO: Mr. Leon Bloom
5018 Chalgrove Avenue
Baltimore, Maryland

TAKE NOTICE:

Testimony will be taken in the case of Noah A. Hillman, Trustee, vs. Rebecca Snyder, et al, No. 13,063 Equity, on Thursday, April 9, 1959, at 10 A.M., Room 216, Court House, Annapolis, Maryland, before John G. Rouse, Jr., Esq., Standing Examiner in Equity.

It is not necessary that you attend this hearing but you are privileged to appear if you desire and give any testimony which you wish concerning this matter.

C. Osborne Duvall
Maryland Hotel Building
Annapolis, Maryland

Solicitor for Petitioner.

Examiner's Exhibit No. 2
Hillman v. Snyder, Eq 13063
John G. Rouse Jr., Examiner
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1959 APR. 24

16

April 2, 1959.

TO:
Mr. Samuel Bloom
70 Southgate Avenue
Annapolis, Maryland

TAKE NOTICE:

Testimony will be taken in the case of Noah A. Hillman, Trustee, vs. Rebecca Snyder, et al, No. 13,363 Equity, on Thursday, April 9, 1959, at 10 A.M., Room 216, Court House, Annapolis, Maryland, before John G. Rouse, Jr., Esq., Standing Examiner in Equity.

It is not necessary that you attend this hearing; but you are privileged to appear if you desire and give any testimony which you wish concerning this matter.

C. Osborne Duvall
Maryland Hotel Building
Annapolis, Maryland

Solicitor for Petitioner.

Examiner's Exhibit No 3
Hillman v Snyder, Eq No 13363
John S. Rouse Jr. Examiner.

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1959 APR. 24

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LIBER 122 PAGE 356

April 2, 1959

TO: Mr. William Bloom
609 Melvin Avenue
Annapolis, Maryland

TAKE NOTICE:

Testimony will be taken in the case of Noah A. Hillman, Trustee, vs. Rebecca Snyder, et al, No. 13,063 Equity, on Thursday, April 9, 1959, at 10 A.M., Room 216, Court House, Annapolis, Maryland, before John G. Rouse, Jr., Esq., Standing Examiner in Equity.

It is not necessary that you attend this hearing but you are privileged to appear if you desire and give any testimony which you wish concerning this matter.

C. Osborne Duvall
Maryland Hotel Building
Annapolis, Maryland

Solicitor for Petitioner.

Examiner's Exhibit No 4
Hillman v Snyder, Eq. No. 13063
John G. Rouse Jr. Examiner

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LIBER 122 PAGE 357

# City of Annapolis

ANNAPOLIS, MARYLAND

OFFICE OF
CITY ENGINEER

May 17, 1958

Noah A. Hillman, Esq.
Estate of Louis Bloom
Maryland Hotel Building
Annapolis, Maryland

Subject: Unsafe Building, 97-99 Main Street

Dear Mr. Hillman:

It is the purpose of this letter to confirm our conversation of May 14, 1958, at the site of the subject property. The result of my findings with regard to the structural condition of the building has since been confirmed by Mr. Earl A. Malan, Registered Professional Engineer, and an expert in analysis of dangerous structures.

The subject building has been on our list of suspected dangerous buildings for the past six months, and was scheduled for detailed structural inspection during the month of June 1958.

As a result of the aforementioned inspection of the building on May 14, 1958, by Mr. Malan and myself, you are advised as follows:

It is our decision that the subject structure be classified as unsafe and dangerous and must be demolished or must be structurally rehabilitated. Which of these alternatives that will be eliminated shall be the decision of the owners. We would like to point out that it is our opinion that the latter one is not economically feasible. However, we suggest that you retain a reliable contractor to conduct your own inspection and give you an estimate so that you can better judge this decision.

We have deliberately withheld a formal condemnation of the building at this time to allow you a reasonable period for investigation and final decision. In the meantime the emergency shoring installed by Mr. Corbin is believed to be sufficient to stabilize the structure where it was recently weakened by him.

We would appreciate receiving your decision in this matter on or before June 1st, 1958.

Very truly yours,

J. M. Axelrod
City Engineer

JMA:mlj

Examiner's Exhibit No 7
Hillman v Snyder. Equity No 13063
John S. Rowe Jr. Exam.
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WILLIAM LEWIS GREENE
REGISTERED PROFESSIONAL ENGINEER
ROUTE 4, WEEMS CREEK DRIVE
ANNAPOLIS, MARYLAND
TELEPHONE:
COLONIAL 3-6616

2 copies (to Hellman)

July 7, 1958

FILE:
RECEIVED
ROGERS, TALIAFERRO & LAMB
JUL 9 1958
REFER TO:
ACTION TAKEN:

Rogers, Taliaferro, and Lamb
18 West Street
Annapolis, Maryland

Gentlemen:

At your request, I am submitting a preliminary report of the structural condition of the exterior walls of the building at the South East corner of Main and Green Streets in Annapolis, Maryland.

This report is of a preliminary nature and represents the fruits of ten to twelve hours of study. The side of the building fronting on Main Street has, obviously from time to time, been cut through in order to provide additional openings as required by the various enterprises that have occupied the ground floor. These actions, coupled with the passing of time have both seriously cracked and buckled the main exterior bearing walls. Some of the cracks have occurred in the past and were patched up and painted over. The most recent remodeling work has opened up the old cracks and started new ones.

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A transit was used to make measurements of the buckling of the wall along Main Street. From observations made it was established that the exterior of this wall is out of plumb and overhanging Main Street by the order of three inches. The most overhang occurs approximately 15 to 25 feet above the street level. When viewed from Main Street, the Green Street corner of the building is plumb although when viewed from Green Street this same corner is about 3 inches out of plumb. A similar condition occurs in the wall of the building along Green Street.

Examiner's Exhibit No 8
Hillside v. Singh Eq. No 13063
John S. Rowe Examiner

The building in its present condition, in this writer's opinion, is unsafe. Any excessive vibration and, or erosion might precipitate a collapse of the structure. The mortar bonding the brickwork is in very poor condition, at least in the region of the surface of the wall. In order to make the building structurally sound as far as its bearing walls are concerned, extensive underpinning would be required. One way of accomplishing this might be to provide a steel sub-structure from the ground level to the first floor. This structure might consist of 8 steel columns on reinforced concrete pads equally spaced around the periphery of the building. These columns would support steel beams upon which the upper bearing walls would rest leaving just the original face brick in place.

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WILLIAM LEWIS GREENE
REGISTERED PROFESSIONAL ENGINEER
ROUTE 4, WEEMS CREEK DRIVE
ANNAPOLIS, MARYLAND
TELEPHONE:
COLONIAL 3-6616

This system would be braced and tied diagonally so as to create in effect an independent one story steel frame upon which the upper two story outer walls would sit. One advantage this framing would have is that it then would be possible to have relatively large store openings with no further complications.

The disadvantages of this proposal are several. Among them is the expense in that the building would be only improved structurally. i.e. The rest of the building would still be untouched as far as improvements are concerned. As an estimate this steel sub-frame with concrete pads, shoring, underpinning during installation, etc. might run as high as $10,000. or higher depending on underpinning and shoring complications that might develop. In addition, the entire exterior masonry should be re-ppinted by raking out the old joints to some real depth and re-pointing. The cost of this is not here estimated.

In conclusion; the building is presently in a dangerous condition. This condition is primarily in the Main and Green Street bearing walls. This condition could be corrected, all the while maintaining the present colonial facade, with certain inherent advantages and disadvantages. The economics of rendering this building structurally sound are not here evaluated.

Sincerely yours,

William L. Greene

wlg:dmg

FRED E. VOGES & COMPANY
SALES • REAL ESTATE • RENTALS
INSURANCE

THREE CHURCH CIRCLE - SPEER BUILDING • ANNAPOLIS, MARYLAND - COLONIAL 8-3351

January 17, 1959

Mr. Noah A. Hillman, Attorney
Maryland Hotel Building
Church Circle
Annapolis, Maryland

Dear Mr. Hillman:

As requested by you, the undersigned appraisers have made an inspection and appraisal of various properties belonging to the Estate of Louis Bloom. A brief description of each of these properties follows, giving their location, physical characteristics and general condition as of this date. All dimensions of the lots are those shown on the assessment books for Anne Arundel County.

91-93-95 MAIN STREET

This lot is assessed as a parcel fronting 46 feet on Main Street and having a depth of 68 feet. The Improvements consist of a very old two and one-half story frame building. The first floor is divided into two stores, one of which has been fairly recently finished in pine panelling by the tenant at his expense. On the second floor is an apartment occupied without rent by a daughter of Mr. Bloom. There are also three two-room apartments in the building which are not rented at this time. The two first floor stores produce a rental of $90.00 and ~~$35.00~~ $50.00 per month respectively. This building is quite old and suffers from depreciation and complete obsolescence. It is the opinion of your appraisers that no amount of money could change this building into modern up-to-date apartments.

Examiner's Exhibit No. 9
Hillman v. Snyder, Eq. 13063
John S. Rowe Jr. Exam.

97-99-MAIN STREET

This property is assessed as a parcel fronting 40 1/2 feet on Main Street with a depth of 32 1/2 feet. The improvements consist of a three story brick building which has recently been thought to have some slight historic value in connection with Colonial Annapolis. It is the opinion of your appraisers that this fact adds little, if anything, to it's present market value. The first floor now contains two stores, one of which is rent free in accordance with provision in the Will of Louis Bloom, the other being at present vacant under City Engineer's order. On the remaining two floors are five apartments now also vacant. This building is in a very poor and dangerous condition structurally and has recently been temporarily repaired and reinforced under orders from the City Engineer. We feel this building has possibilities for restoration as a part of Colonial Annapolis, but due to it's physical condition, the expense would

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be very considerable

196 GREEN STREET

$25.00 MONTHLY

This property is assessed as a parcel fronting 21 feet on Green Street with a depth of 51 feet. The improvements consist of a two story brick building containing a store on the first floor, which produces a rent of $30.00 per month, and one apartment on the second, presently [redacted]occupied. This appears to be in fair condition structurally and it could probably be renovated and redecorated at a fairly reasonable sum. It's commercial value, located on Green Street, is considerably lower than it would be were it fronting on Main Street.

194 GREEN STREET

This property is assessed as a parcel fronting 15 feet on Green Street with a depth of 37 feet. The improvements consist of a two and one-half story brick building containing a store on the first floor and four two-room apartments in the remainder of the building. The store is renting presently for $145.00 per month and the occupant of this store collects the rents for the apartments in the remainder of the building.

As mentioned individually above, the improvements on this property are in general in a very poor condition structurally and we feel that considerable expenditure would be required to bring them up to standard condition. They are located in a section of Annapolis which is presently being considered for restoration, but we feel this has no measurable influence on their present market value.

In our opinion, a fair market value of these four parcels and their improvements is as follows:

91-93-95 MAIN STREET

| | | |
|---|---|---|
| Land | $10,000.00 | |
| Improvements | 5,000.00 | |
| Total | | $15,000.00 |

97-99 MAIN STREET

| | | |
|---|---|---|
| Land | 8,000.00 | |
| Improvements | 9,500.00 | |
| Total | | 17,500.00 |

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LIBER 122 PAGE 362

# FRED E. VOGES & COMPANY

SALES • REAL ESTATE • RENTALS
INSURANCE

THREE CHURCH CIRCLE - SPEER BUILDING • ANNAPOLIS, MARYLAND - COLONIAL 8-3351



196 GREEN STREET

| | | |
|---|---|---|
| Land | $ 1,200.00 | |
| Improvements | 3,000.00 | |
| Total | | $ 4,200.00 |

194 GREEN STREET

| | | |
|---|---|---|
| Land | 900.00 | |
| Improvements | 7,500.00 | 8,400.00 |

Total Appraised Value $ 45,100.00

This appraisal represents the independent opinion of the appraisers, free of any commitments and free from any present or expected future interest in the property, with the sole compensation for the employment being a fair professional fee.

Respectfully submitted,

Fred E. Voges

Fred E. Voges, Appraiser

C. Albert Hodges, Jr.

C. Albert Hodges, Jr., Appraiser

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| | | |
|---|---|---|
| NOAH A. HILLMAN, TRUSTEE OF LOUIS BLOOM, DECEASED | * | IN THE CIRCUIT COURT FOR |
| | * | ANNE ARUNDEL COUNTY |
| VS. | | |
| REBECCA SNYDER, ET AL | * | NO. 13063 EQUITY |

* * * * *

D E C R E E

* * * * *

This cause standing ready for hearing and being submitted the Bill of Complaint and all other proceedings were bythe Court read and considered; and it appearing that all parties in interest have been duly summoned; and it further appearing that it is necessary and desirable that the real estate known as Nos. 91, 93, 95, 97 and 99 Main Street and Nos. 194 and 196Green Street, in the City of Annapolis, Maryland, be sold, for the advantage and benefit of the Trust Estate of Louis Bloom, deceased; it is thereupon this 5th day of ~~April~~ May, 1959, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That limited jurisdiction of the Trust Estate of Louis Bloom, deceased is hereby assumed for the purpose only of sale of the properties mentioned and of making distribution of the proceeds.

2. That C. Osborne Duvall shall be, and heis hereby, appointed Trustee to sell the aforesaid real estate at public or private sale and, if the same shall be sold at public sale, the course and manner of his proceedings shall be as follows:

(a) He shall first file with the Clerk ofthis Court a bond to the State of Maryland, executed by him with a surety orsureties to be approved by the Clerk of this Court, in the penalty of forty five thousand dollars ( $45,000.00 ), conditioned forthe faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by any future Orddr or Decree in the premises.

(b) He shall proceed to make sale ofthe several tracts of

55

land, that is:

91-93-95 Main Street as Parcel No. 1
97-99 Main Street as Parcel No. 2
196 Gfeen Street as Parcel No. 3
194 Green Street as Parcel No. 4

having first given at leastfour weeks previous notice by publication in some newspaper published in Anne Arundel County and such other notice thathe may think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

The Trustee shall offer the several parcels of land and improvements separately, and then as a whole, and sell the samein the manner producing the highest amount.

A deposit of $ 1500.00 shall be paid by the purchaser at the time of sale of Parcel No. 1.

A deposit of $ 1750.00 shall be paid for ParcelNo. 2.

A deposit of $ 500.00 shall be paid for Parcel No. 3.

A deposit of $ 1,000.00 shall be paid for Parcel No. 4, and if the four parcels be sold as an entirety, a deposit of $ 5,000.00 shall be paid by the purchaser.

Balance of purchase price,or prices, shall be paid in cash on final ratification of sale, or sales, by this Court, or all cash at the option of the purchaser or purchasers, deferredpayment to bear interest from day of sale; taxes, rents and all public charges to be adjusted to date of sale.

(c) That if the aforesaid property be sold at private sale as an entirety the same shall be sold at not less than its appraised value; and if sold by separate parcels then each parcel shall be sold at not less than the appraised value of the particular parcel.

3. And as soon as may be convenient after such sale or sales, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale or sales annexed. Upon ratification of such sale or sales by this Court, and on the payment of the whole purchase money ( and not before ) the said Trustee

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by good and sufficient deed or deeds to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said properties to him or them sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or underthem or any of them.

4. And the Trustee shall bring into Court the money arising from such sale or sales, to be disposed of under the direction of thisCourt, after deducting therefrom the costs of this suit and such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged the trust.

5. The determination of the rights of Sarah Wolod and of Rebecca Snyder to share in the distribution of proceedsof sale, the proportions and amounts thereof, if any, is left to later determination by thisCourt.

Judge

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| | | |
|---|---|---|
| NOAH A. HILLMAN, Trustee of LOUIS BLOOM, Deceased | * | IN THE CIRCUIT COURT FOR |
| | * | ANNE ARUNDEL COUNTY |
| vs. | * | |
| REBECCA SNYDER, et al | * | NO. 13,063 EQUITY |

* * * * *

PETITION TO AMEND DECREE

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Trustee of Louis Bloom, deceased, by C.Osborne Duvall his Solicitor, respectfully represents:

1. That subsequent to the passing of the Decree of this Court on May 5, 1959, authorizing sale of the properties mentioned in these proceedings, your Petitioner and C. Osborne Duvall, Trustee appointed by the aforesaid Decree for the purpose of sale, received oral and then written notice from Joseph M. Axelrod, City Engineer of Annapolis, Maryland, directing that the building identified as Nos. 97-99 Main Street, Annapolis, Maryland, be either demolished within thirty days from acknowledged receipt of the said notice or that plans and specifications for complete reconstruction of said building be submitted, approved and accompanied by a satisfactory bond assuring immediate abatement of the cited structural hazards be accepted by the City Engineer within the period of thirty days. A photocopy of the aforementioned notice is filed herewith, marked " Petitioner's Exhibit A " and is prayed to be taken as a part hereof.

2. That the aforesaid notice renders it imperative that the property therein involved be sold at public or private sale promptly and subject to the conditions set forth in the City Engineer's notice.

3. That pursuant to Rule 1301 (c) (2), Maryland Rules of Procedure, this Court is authorized to order a sale of the properties mentioned in these proceedings after notice by advertisement in some newspaper published in Anne Arundel County for a period less than otherwise required by said Rule.

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4. That your petitioner believes, and therefor avers, that not more than two successive weekly publications should be required in this case.

WHEREFORE, your Petitioner prays that an Amended Decree be passed by this Honorable Court providing,

(a) That notice of the sale be given for a period of not more than two weeks in some newspaper published in Anne Arundel County, and

(b) That properties known as 97-99 Main Street, Annapolis, Maryland, be sold subject to the requirement by the City Engineer of Annapolis that the building be demolished on or before June 10, 1959, or, at the election of the purchaser, within the same period of time, that plans and specifications prepared by a Registered Professional Engineer or Architect, for the complete reconstruction of the building, be submitted to the City Engineer of Annapolis, be approved by him and be accompanied by a sstisfactory bond assuring immediate abatement of the cited structursl hazsrds of the building, acceptable to said City Engineer.

AND, as in duty bound, etc.

Petitioner

Solicitor for Petitioner

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LIBER 122 PAGE 368

# City of Annapolis

ANNAPOLIS, MARYLAND

OFFICE OF
CITY ENGINEER

May 11, 1959

TELEPHONE:
COLONIAL 3-3161

Noah A. Hillman, Esq.
Estate of Louis Bloom
Maryland Hotel Building
Annapolis, Maryland

C. Osborne Duvall, Esq. Trustee
Estate of Louis Bloom
Maryland Hotel Building
Annapolis, Maryland

Subject: Unsafe building, condemned;
97-99 Main Street
Annapolis, Maryland

Gentlemen:

You are advised herewith that permit of the City of Annapolis allowing erection of structural timber shoring at the subject building for a period of 90 days, and dated October 20, 1958, expired on January 20, 1959. The said permit was extended further for a period of ninety days as a result of a conference between the City Attorney, the City Engineer and Mr. Hillman, in which it was established that a petition to the circuit court for appointment of a trustee for sale of the property had been filed and was being considered. The permit and etc. extension of time finally expired on April 20, 1959.

It is our understanding that on May 5, 1959, Mr. Duvall was appointed by Judge Matthew Evans to serve as trustee in the sale of the condemned building.

Your attention is invited to our previous conversations and correspondence in this matter, noting our letter of May 17, 1958 which provided sufficient time to the owners for independent survey. It should be noted that the City Engineer, having reached a decision that the building was unsafe, commissioned a registered professional engineer to inspect the building on behalf of the City.

PETITIONER'S EXHIBIT "A"

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Mr. Hillman employed Rogers, Taliaferro and Lamb, Registered Architects, and William L. Grèene, Registered Professional Engineer, to investigate the structural capacity of the building. Their findings confirmed and agreed with ours.

It is now our opinion that any further extension of time for permanent reconstruction and stabilization of the structure, or its demolition, is not feasible from a standpoint of public safety and public interest. You are hereby notified, therefore, that you are required under Article 2, Sections 1 and 2 of the Charter and Code of the City of Annapolis, Annotated 1952; and under Sections 104.1, - 104.7 inclusive of the National Building Code as adopted by the City of Annapolis, that the subject building must be removed by complete demolition on or before the thirtieth calendar day after acknowledged receipt of this notice. You are further advised that it is your right to elect the alternative of complete reconstruction of the structure in lieu of razing same, provided that plans and specifications prepared by a registered professional engineer or architect, are submitted, approved and accompanied by satisfactory bond assuring immediate abatement of the cited structural hazards are accepted by this Office within the time period above stated.

Very truly yours,

J. M. Axelrod
City Engineer

| | | |
|---|---|---|
| NOAH A. HILLMAN, Trustee of LOUIS BLOOM, Deceased | : | IN THE CIRCUIT COURT FOR |
| | | ANNE ARUNDEL COUNTY |
| vs | : | |
| | | No. 13,063 Equity |
| REBECCA SNYDER, et al | : | |

:::

AMENDED DECREE

The Petition to Amend Decree dated May 5, 1959 having been submitted, it and all other proceedings having been read and considered; and it appearing that all parties in interest have been duly summoned; and it further appearing that it is necessary and desirable that the real estate known as Nos. 91, 93, 95, 97 and 99 Main Street and Nos. 194 and 196 Green Street, in the City of Annapolis, Maryland be sold, for the advantage and benefit of the Trust Estate of Louis Bloom, deceased; it is thereupon this 16th day of May, 1959, by the Circuit Court for Anne Arundel County, in Equity, A D J U D G E D, O R D E R E D and D E C R E E D:

1. That limited jurisdiction of the Trust Estate of Louis Bloom, deceased is hereby assumed for the purpose only of sale of the properties mentioned and of making distribution of the proceeds.

2. That C. Osborne Duvall shall be, and he is hereby, appointed Trustee to sell the aforesaid real estate at public or private sale and, if the same shall be sold at public sale, the course and manner of his proceedings shall be as follows:

(a) He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by him with a surety or sureties to be approved by the Clerk of this Court, in the penalty of Forty-five thousand dollars($45,000) conditioned for the faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by any future Order or Decree in the premises.

(b) He shall proceed to make sale of the several tracts of land, that is:

| | | | | |
|---|---|---|---|---|
| 91-93-95 Main Street | - as | Parcel | Number | One |
| 97-99 Main Street | " | " | " | Two |
| 196 Green Street | " | " | " | Three |
| 194 Green Street | " | " | " | Four |

having first given at least <u>two weeks</u> previous notice by publication in some newspaper published in Anne Arundel County and such other notice that he may

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think proper, of the time, place,manner and terms of sale, which terms shall be as follows:

The Trustee shall offer the several parcels of land and improvements separately, and then as a whole, and sell the same in the manner producing the highest amount.

A deposit of $ 1,500.00 shall be paid by the purchaserat the time of sale of Parcel Number 1; a deposit of $ 1,750.00 shall be paid for Parcel Number 2; a deposit of $ 500.00 shalll be paid for Parcel Number Three; and a deposit of $ 1,000.00 shall be paid for Parcel Number 4. If the four parcels be sold as an entirety, a deposit of $ 5,000.00 shall be paid by the purchaser.

Balance of purchase price, or prices, shall be paid in cash on final ratification of sale, or sales, by this Court, or all cash at the option of the purchaser or purchasers; deferred payment to bear interest from day of sale and taxes, rents and all public charges to be adjusted to date of sale.

(c) That the property identified as Parcel Number Two (2), being Nos. 97-99 Main Street, shall be sold subject to the order of condemnation of Joseph M. Axelrod, City Engineer of Annapolis, Maryland, to wit, that said property must be either totally demolished by the purchaser on or before June 10, 1959 or, at the election of the purchaser, complete reconstruction of the building provided plans and specifications for such reconstruction prepared by a registered professional engineer or architect are submitted to and approved by the City Engineer of Annapolis and accompanied by satisfactory bond assuring immediate abatement of the structural hazards, on or before June 10, 1959.

(d) That if the aforesaid property be sold at private sale as an entirety, the same shall be sold at not less than its appraised value; and if sold by separate parcels then each parcel shall be sold at not less than the appraised value of the particular parcel. If the property be sold at private sale, known as Parcel Number Two ( 97-99 Main Street ), it shall be sold subject to the aforesaid order of condemnation of the City Engineer and under the conditions and terms heretofore set out in sub-paragraph " (c) " .

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3. And as soon as may be convenient after such, or sales, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale or sales annexed. Upon ratification of such sale, or sales, by this Court and on the payment of the whole purchase money ( and not before ) the said Trustee by good and sufficient deed, or deeds, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said properties to him or them sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

4. And the Trustee shall bring into Court the money arising from such sale or sales, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commission to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have dischatged the trust.

5. The determination of the right of Sarah Wolod and of Rebecca Snyder to share in the distribution of proceeds of sale, the proportions and amounts thereof, if any, is left to later determination by this Court.

Matthew S. Evans

Judge

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LIBER 9 PAGE 600

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,063 Equity

**BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, C. Osborne Duvall 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 untoithe State of Maryland in the full and just sum of Forty-five Thousand Dollars ($45,000.00) - - - - - - - - - - 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 26th day of May , 1959 .

**WHEREAS,** by a/Amended Decree of the Circuit Court of Anne Arundel County in a cause entitled "Noah A. Hillman, Trustee of Louis Bloom, deceased, vs. Rebecca Snyder, et al dated May 16, 1959, the said C. Osborne Duvall was appointed Trustee to make sale of the property described in said proceedings, and the said C. Osborne Duvall 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:**

C. Osborne Duvall (SEAL)

C. Osborne Duvall, PRINCIPAL

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

**GLOBE INDEMNITY COMPANY,** a body corporate

By John H. Hopkins, IV

John H. Hopkins, IV, Attorney in fact

SURETY

Bond Approved this 26th day of May 1959.
George T. Cromwell, Clerk

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**Legal Notice**

C. OSBORNE DUVALL
Attorney at Law
Maryland Hotel Bldg.
Annapolis, Md.

# Trustee's Sale

## OF VALUABLE FEE SIMPLE PROPERTY SITUATE ON MAIN STREET AND GREEN STREET ANNAPOLIS, MARYLAND

Under and by virtue of an Amended Decree of the Circuit Court for Anne Arundel County, in Equity, dated May 16, 1959, passed in a cause in said Court pending, in which Noah A. Hillman, Trustee of Louis Bloom, is the Plaintiff and Rebecca Snyder, et al are Defendants, known as No. 13,063 Equity, the undersigned Trustee will offer at Public Sale on the premises in the City of Annapolis, on

**Tuesday, June 2, 1959 at 10 o'clock A.M., E.D.S.T.**

the following properties:

**Improvements known as Nos. 91-93-95 Main Street.**

Beginning for the same at the intersection formed by the center line of an Alley, 3.70 feet wide, with the Southwest Line of Main Street; said point being located South 66 degrees 20 minutes 20 seconds East 38.50 feet from the intersection formed by the southeast line of Green Street with the southwest line of Main Street; which point marks the point of beginning described in Parcel No. 1, of that conveyance from Mollie Werntz and Harry N. Werntz, her husband, et al, to Louis Blum and Pauline Blum, his wife, by deed dated April 15, 1918 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 141, folio 293. Thence from the point of beginning so fixed and binding on the southwest line of Main Street South 66 degrees 20 minutes 20 seconds East 44.52 feet; thence leaving said Main Street and binding on the prolongation, reversely, of the Southeast face of the Brick Building situate on the Parcel of Land herein being described, and also binding on part of the southeast face of said Building, and also binding on the northwest face of the Building situate on the Lot adjacent hereto on the southeast, South 23 degrees 20 minutes 00 seconds West 50.44 feet; thence leaving the first mentioned Building and binding on part of the Southwest face of the last mentioned Building South 66 degrees 40 minutes 00 seconds East 0.25 feet to the northwest face of a wall marking face of the first mentioned brick building, and with the northeast face of the last above mentioned Brick Building North 66 degrees 10 minutes 50 seconds West 11.29 feet; thence leaving the first mentioned Brick Building and continuing with the northeast face of the Brick Building adjacent hereto on the southwest, and the prolongation thereof northwesterly, North 65 degrees 32 minutes 20 seconds West 11.78 feet to intersect the southeast line of Green Street; thence binding on said line of said Street North 43 degrees 29 minutes 20 seconds East 34.25 feet to the point of beginning.

Containing 1429.90 square feet of land, more or less within the bounds of this description according to a survey and plat made by James D. Hicks County Surveyor in May, 1959.

Subject, however to the northwesterly one-half (or 1.85 feet) of the 3.70 Foot Alley lying within the bounds of the above described Parcel northwesterly from and contiguous to the South 24 degrees 24 minutes 20 seconds West 32.52 foot line therein described with the right to the use of said 3.70 foot Alley in common with others as a means of ingress and egress to and from said parcel.

Being a part of the property described in that conveyance from Mollie Werntz and Harry N. Werntz, her husband, et al, to Louis Blum and Pauline Blum his wife, by deed dated April 15, 1918 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 141, folio 283.

**Improvements known as No. 196 Green Street.**

Beginning for the same at a point in the Southeast line of Green Street; said point being located South 43 degrees 29 minutes 20 seconds West 34.25 feet from the intersection formed by the southeast line of Green Street with the Southwest line of Main Street which said point marks the point of beginning described in that conveyance from Mollie Werntz and Harry N. Werntz, her husband, et al, to Louis Blum and Pauline Blum, his wife, by deed dated April 15, 1918 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 141, folio 283. Thence from the point of beginning so fixed, leaving said Green Street and binding on the prolongation, reversely of the northeast face of the Brick Building situate on the Parcel of Land herein being described, and also binding on the northeast face of said building South 65 degrees 32 minutes 20 seconds East 11.78 feet to the westerly corner of the Brick Building situate on the Lot adjacent hereto on the northeast; thence continuing with the northeast face of the first mentioned Building and also with the southwest face of the Building on the adjacent Lot, aforesaid, South 66 degrees 10 minutes 50 seconds East 11.29 feet; thence leaving said first mentioned Building and continuing with the Southwest face of the building on said adjacent lot, and the prolongation thereof, South 66 degrees 07 minutes 00 seconds East 26.62 feet to intersect the center line of an alley 3.70 feet wide; thence binding on the center line of said Alley; South 24 degrees 24 minutes 20 seconds West 22.41 feet; thence continuing with the first mentioned Building and the prolongation thereof, South 65 degrees 14 minutes 20 seconds East 17.65 feet to intersect the center line of an Alley 3.70 feet wide; thence binding on the center line of said Alley, North 24 degrees 24 minutes 20 seconds East 1.71 feet; thence leaving said alley and running South 65 degrees 18 minutes 00 seconds East 32.95 feet to the southwest corner of another Brick Building situate on the Lot adjacent hereto on the northeast; thence leaving said building and running South 24 degrees 42 minutes 00 seconds West 14.45 feet to the northeast face of a wall which marks the boundary of the School Property; thence binding on the northeast face of said wall North 61 degrees 31 minutes 40 seconds West 8.97 feet; thence still with said wall North 68 degrees 05 minutes 50 seconds West 23.96 feet to intersect the center line of the aforementioned Alley, 3.70 feet wide, at its point of termination; thence leaving said alley, still binding on said wall North 68 degrees 05 minutes 50 seconds West 3.01 feet to the Southeast face of the building situate on the parcel of land herein being described; thence binding on the southeast face of said building still with said wall, South 23 degrees 00 minutes 10 seconds West 0.28 of a foot; and thence still with the said wall, and the prolongation thereof and with the southwest face of said Building, North 66 degrees 59 minutes 50 seconds West 22.16 feet; thence still binding on said building and the prolongation thereof, North 66 degrees 23 minutes 20 seconds West 37.29 feet to intersect the southeast line of Green Street; thence binding on the said Line of said Street North 43 degrees 29 minutes 20 seconds East 16.72 feet to the point of beginning.

Containing 1352.55 Square feet of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks County Surveyor, in May 1959.

Subject, however, to an alley 3.70 feet wide, leading through the parcel above described northeasterly to Main Street; with the right to the use thereof in common with others as a means of ingress and egress to and from the said parcel.

Being a part of two conveyances to Louis Blum and Pauline Blum, his wife as follows:

(1) from Mollie Werntz and Harry N. Werntz, her husband, et al by deed dated April 15, 1918 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 141, folio 283.

(2) from James F. Strange, et al, by deed dated October 12, 1917 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 140, folio 316.

TERMS OF SALE: The several parcels of land and improvements will be offered separately and then offered as an entirety and sold in the manner producing the highest amount.

A deposit of $5,000.00 will be required of the purchaser at time of sale if the property is sold as an entirety. If sold separately: Parcel No. 1, a deposit of $1,500.00 will be required; Parcel No. 2, a deposit of $1,750.00; Parcel No. 3, a deposit of $500.00 and Parcel No. 4, a deposit of

the boundary of the School property; thence leaving said Building, and binding on the northwest face of said Wall, South 21 degrees 47 mioutes 50 seconds West 18.98 feet; thence binding on the northeast face of said Wall North 61 degrees 31 minutes 40 seconds West 13.72 feet; thence leaving said wall aod running North 24 degrees 42 mioutes 00 secoods East 14.45 feet to the southwest corner of the Brick Building situate oo the parcel of land herein being described; thence leaving said Building and running North 65 degrees 18 minutes 00 seconds West 32.95 feet to intersect the center line of an alley, 3.70 feet wide: thence binding on the center line of said Alley North 24 degrees 24 minutes 20 seconds East 53.22 feet to the point of beginning.

Contaioing 2613.34 Square feet of land, more or less, withio the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor, in May 1959.

Subject, however to the southeast one-half (or 1.65 feet) of the 3.70 foot Alley lying within the bouods of the above described parcel southeasterly from and contiguous to the North 24 degrees 24 minutes 20 seconds East 53.22 foot line therein described; with the right to the use of said 3.70 foot Alley in common with others as a means of ingress and egress to and from the said Parcel.

Being a part of that conveyance from James F. Strange, et al, to Louis Blum and Paulloe Blum, his wife, by deed dated October 12, 1917 and recorded amoog the Land Records of Anne Arundel County in Liber G.W. No. 140, folio 316.

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**Improvements known as Nos. 97-99 Moin Street.**

Beginning for the same at the intersection formed by the southeast line of Green Street with the southwest line of Main Street; said point of beginoing being the northwest corner of the buildiog situate on the parcel of land herein being described; said point marks the point of beginning described in parcel 1 of that conveyance from Mollie Werntz and Harry N. Werntz, her husband, et al. to Louis Blum aod Pauline Blum, his wife, by deed dated April 15, 1918 and recorded among the Land Records of Anne Arundel County io Liber G.W. No. 141, folio 283. Thence from the point of begioning so fixed and binding on the southwest line of Main Street, along the northeast face of the aforemeotioned building and the prolongation southeasterly thereof, South 66 degrees 20 mioutes 20 seconds East 38.50 feet to the center of an alley, 3.70 feet wide; theoce leaving said Main Street and binding on the ceoter line of said Alley South 24 degrees 24 minutes 20 secoods West 32.52 feet; thence leaving said alley and binding on the prolongation, reversely, of the southwest face of the aforementioned building and binding on the southwest face of said building North 66 degrees 07 mioutes 00 seconds West 26.62 feet to the northeast most corner of the brick building situate on the Lot southwesterly from and adjacent to the parcel of land herein being described; thence continuing with the southwest leaviog said alley and binding oo the prolongation reversely of the northeast face of the Brick Building situate on the lot adjacent hereto oo the southwest, and binding on said Building, North 65 degrees 14 minutes 20 seconds West 17.65 feet to the southeast corner of the Building situate on the parcel of land herein being described; thence continuing with the Building adjacent hereto oo the southwest aod also binding oo the southwest face of the Building situate on the parcel herein being described North 64 degrees 00 minutes 40 seconds West 29.35 feet; thence leaving said last mentioned Building and continuing with the building on the Lot adjacent hereto, and the prolongation thereof, North 65 degrees 07 minutes 40 seconds West 9.96 feet to intersect the southeast line of Green Street; theoce binding oo the said line of said Street North 43 degrees 29 minutes 20 seconds East 22.28 feet to the point of beginning.

Containing 1161.48 Square feet of laod, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor May, 1959.

Subject however to the northwesterly one-half (or 1.85 feet) of the 3.70 foot Alley lying withio the bounds of the above described parcel northwesterly from and contiguous to the South 24 degres 24 minutes 20 secoods West 22.41 foot line herein described; with the right to the use of said 3.70 foot Alley, in common with others, as a means of ingress and egress to and from the said parcel.

Being a part of the conveyance from Mollie Werntz and Harry N. Werntz, her hushand, et al, to Louis Blum and Pauline Blum, his wife, by deed dated April 15, 1918 aod recorded among the Land Records of Anne Arundel County in Liber G.W. No. 141, folio 283.

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**Improvements known as No. 194 Green Street.**

Beginning for the same at a point in the southeast line of Green Street distant South 43 degrees 29 minutes 20 seconds West 56.53 feet from the intersection formed by the said line of Green Street with the Southwest lioe of Main Street; said intersection marks the point of beginnog described in the 1st parcel of that conveyance from Mollie Werntz and Harry N. Werntz, her husband, et al, to Louis Blum aod Pauline Blum, his wife, by deed dated April 15, 1918 and recorded among the Land Records of Anoe Arundel County in Liber G.W. No. 141, folio 283. Thence from the point of beginning so fixed leaving said Green Street and binding on the prolongation, reversely, of the northeast face of the exisiting Brick Building situate on the parcel of laod herein bcing described, and also bindiog on the said face of said Buildiog South 65 degrees 07 minutes 40 seconds East 9.96 feet to the westerly corner of the Brick Building situate oo the Lot adjacent hereto on the northeast; thence continuing with the first mentiooed building and also bindiog on the southwest face of the last meotioned Building South 64 degrees 00 minutes 40 seconds East 29.35 feet; theoce leaving said last mentioned Building and

$1,000.00.

Balance of the purchase price, or prices, to be paid in cash oo final ratification of sale, or sales, or all cash at option of the purchaser, or purchasers, deferred payment to bear interest from day of sale and taxes, rents and all public charges to be adjusted to date of sale. Existing leases to be announced at time of sale.

Property identified as Parcel No. 2, being Nos. 97-99 Main Street, is sold subject to an order of condemnation of the improvements by Joseph M. Axelrod, City Engineer of Annapolis, Maryland, namely, that said building must be either totally demolished by the purchaser on or before Juoe 10, 1959, OR, at the election of the purchaser, complete reconstruction of the building provided plans and specificatioos for such reconstruction prepared by a registered professional engineer or architect are submitted and approved by the City Engineer of Annapolis and accompanied by satisfactory bond assuring immediate abatement of the structural hazards, on or before June 10, 1959.

C. OSBORNE DUVALL
Trustee
ROBERT H. CAMPBELL
Auctioneer

M-30

LIBER 122 PAGE 376 OFFICE OF

# *Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1959

We hereby certify, that the annexed

Trustee's Sale

Eq. 13,063

Louis Bloom

Rebecca Snyder

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 2nd day of June, 1959. The first insertion being made the 23rd day of May, 1959

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUN 2 PM

By W. Vaughan

| | | |
|---|---|---|
| NOAH A. HILLMAN, Trustee of Louis Bloom, Deceased, | * | NO. 13,063 EQUITY |
| Plaintiff, | * | IN THE |
| vs. | * | CIRCUIT COURT |
| REBECCA SNYDER, | * | FOR |
| Defendant. | * | ANNE ARUNDEL COUNTY. |

*******

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of C. Osborne Duvall, Trustee under an amended decree passed in these proceedings dated May 16, 1959, 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 other prerequisites as required by law and the said amended decree, he did sell the property mentioned in these proceedings at private sale at and for the total price of Forty-Seven Thousand Two Hundred Dollars ($47.200.00), that being higher than the appraised value of the property therein mentioned, to the following persons:

Parcel No. 1 as described in an advertisement of sale in the Evening Capital of May 23, 1959, and in addition thereto a parcel of land lying immediately to the rear thereof between the property described in the advertisement and the wall representing the boundary line of the Board of Education and running to the center of the alley mentioned in the aforesaid description was sold to Norman T. Hazard at and for the price of Fifteen Thousand Five

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1959 JUN -3 AM 10:25

67

Hundred Dollars ($15,500.00), that being higher than the appraised value of the said property, as set forth by a Contract of Sale filed herewith as "Trustee's Exhibit 1", and is prayed to be taken as a part hereof. The purchaser had paid a deposit of Two Thousand Dollars ($2,000.00) which is greater than is required under said decree.

Parcel No. 2 and Parcel No. 3 as described in the aforesaid advertisement of sale in the Evening Capital of May 23, 1959, were sold to Kent R. Mullikin, Agent, at and for the price of Twenty One Thousand Seven Hundred Dollars ($21,700.00), representing the total combined appraised value of the two parcels, as set forth by a Contract of Sale filed herewith as "Trustee's Exhibit 2, and is prayed to be taken as a part hereof. The purchaser has paid a deposit of Two Thousand Two Hundred Fifty Dollars ($2,250.00) as required under said decree.

Parcel No. 4 as described in the aforesaid advertisement of sale in the Evening Capital of May 23, 1959, less that portion of said parcel lying to the east of the alley mentioned in said description which part has been sold with parcel No. 1 as aforesaid, was sold to Irving Wolfe at and for the price of Ten Thousand Dollars ($10,000.00), that being greater than the appraised value of the said property, as set forth by a Contract of Sale filed herewith as "Trustee's Exhibit 3, and is prayed to be taken as a part hereof. The purchaser has paid a deposit of One Thousand Five Hundred Dollars ($1,500.00) which is greater

than is required under said decree.

That the Trustee avers that the prices obtained for the properties are fair and reasonable and recommends ratification thereof.

Respectfully submitted,

C. Osborne Duvall, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 2nd day of June, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Osborne Duvall, Trustee, named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

Witness my hand and Notarial Seal.

Irene Norton
Notary Public.

My commission expires May, 1961.

69

THIS AGREEMENT, made this 1st day of June, 1959, by and between C. Osborne Duvall, Trustee, Party of the First Part, Norman T. Hazard, Party of the Second Part, and Noah A. Hillman, Trustee of the Estate of Louis Bloom, Party of the Third Part, all of Anne Arundel County, Maryland, Witnesseth:

WHEREAS, the Party of the Second Part has made an offer to purchase properties known as Nos. 91-93-95 Main Street as described in an advertisement of the Evening Capital of Saturday, May 23, 1959, itemized as Parcel No. 1 and in addition thereto a parcel of land lying immediately to the rear thereof between the property described in the above mentioned advertisement and the wall representing the boundary line of the property of the Board of Education and running to the center of the alley mentioned in the aforesaid description at and for the price of $ 15,500.00, and

WHEREAS, Noah A. Hillman, Trustee of the Estate of Louis Bloom believing that the aforesaid offer is fair and reasonable and for the purpose of obligating himself as Trustee of the Estate of Louis Bloom as hereinafter set forth joins in this Contract.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of $ 15,500.00 of which the sum of $ 2,000.00 is paid herewith as a deposit the Party of the First Part does agree to sell to the Party of the Second Part the property itemized as Nos. 91-93-95 Main Street, Annapolis, Maryland as described by metes and bounds in the aforesaid advertisement and in addition thereto a rectangular piece of land lying immediately to the rear of the said property between the said property and the wall representing the boundary line of the Board of Education and running to the center of the alley mentioned in the description set out in the above mentioned advertisement. Balance of the purchase price together with interest at the rate of 6% per annum to be paid upon settlement within thirty days from the ratification of this Contract of Sale by the Circuit Court for Anne Arundel County. Taxes, rents, and all public charges to be adjusted to date of sale. It is expressly understood and agreed between the parties to this Contract that the same is subject to the ratification and approval of the Circuit Court for Anne Arundel County in a

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1959 JUN -3 PM 10:25



"Trustee's Exhibit 1"

cause filed Noah A. Hillman, Trustee of Louis Bloom, Plaintiff vs. Rebecca Snyder et al, Defendants, being No. 13,063 Equity.

THE Party of the Third Part joins in this Contract and agrees with the Party of the Second Part that the said Noah A. Hillman, Trustee of the Estate of Louis Bloom will accept from the Party of the Second Part a purchase money mortgage on the above mentioned property in the amount of $ 13,500.00 with interest at the rate of 6% per annum to be amortized payments over a period of fourteen years from the date of the mortgage.

WITNESS the hands and seals of the parties hereto the year and day first above written.

C. Osborne Duvall (SEAL)
C. Osborne Duvall, Trustee

Witness:

Naomi K. Coy

as to all

Norman T. Hazard (SEAL)
Norman T. Hazard

Noah A. Hillman (SEAL)
Noah A. Hillman, Trustee of the
Estate of Louis Bloom

71

THIS AGREEMENT, made this 18th day of June, 1959, by and between C. Osborne Duvall, Trustee, Party of the First Part and Kent R. Mullikin, Agent, Party of the Second Part, all of Anne Arundel County, Maryland.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of $ 21,700.00 the Party of the First Part agrees to sell to the Party of the Second Part all those two parcels of ground situate, lying and being in the City of Annapolis, Maryland, described as Parcel No. 2 and Parcel No. 3 in an advertisement of sale published in the Evening Capital on Saturday, May 23, 1959, the improvements thereon on parcel No. 2 being known as 97-99 Main Street and the improvements on parcel No. 3 being known as No. 196 Green Street, Annapolis, Maryland, for which the Party of the Second Part makes a deposit of $ 2,250.00, the receipt whereof is hereby acknowledged. Balance of purchase price to be paid within thirty days from the ratification and approval of this Contract by the Circuit Court for Anne Arundel County in proceedings therein pending styled Noah A. Hillman, Trustee of Louis Bloom, Plaintiff vs. Rebecca Snyder, et al, Defendants, being No. 13,063 Equity. Balance of the purchase price to bear interest at the rate of 6% per annum to date of settlement and all taxes, rents and other public charges to be adjusted to date of sale.

IT is expressly understood and agreed between the parties hereto that this Contract of Sale is subject to ratification by and approval of the Circuit Court for Anne Arundel County in the above mentioned proceedings.

IT is further expressly understood and agreed between the parties hereto that Parcel No. 2 herein mentioned is purchased by the Party of the Second Part subject to the terms and conditions of demolition or reconstruction of the building known as 97-99 Main Street as set forth in the advertisement in the Evening Capital of May 23, 1959 hereinabove referred to.

WITNESS the hands and seals of the parties hereto the year and day first

Trustee s Exhibit 2

FILED
1959 JUN -3 AM 10:25

72

above written.

Witness:

C. Osborne Duvall (SEAL)
C. Osborne Duvall, Trustee

Kent B. Mullikin, Agent (SEAL)
Kent B. Mullikin, Agent

THIS AGREEMENT, made this 1st day of June, 1959, by and between C. Osborne Duvall, Trustee, Party of the First Part, Irving Wolfe, Party of the Second Part, and Noah A. Hillman, Trustee of the Estate of Louis Bloom, Party of the Third Part, all of Anne Arundel County, Maryland, witnesseth:

WHEREAS, the Party of the Second Part has offered to purchase from the Party of the First Part the property itemized as No. 194 Green Street extending from Green Street to the center line of an alley mentioned in the description of Parcel No. 4 in an advertisement of sale published in the Evening Capital of May 23, 1959 at and for the price of $ 10,000.00, and

WHEREAS, the Party of the Third Part believing the said offer to be fair and reasonable and for the purpose hereinafter set forth joins in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of $ 10,000.00 a deposit of $ 1500.00 having been made by the Party of the Second Part to the Party of the First Part, receipt whereof is hereby acknowledged, the Party of the First Part agrees to sell to the Party of the Second Part property known as No. 194 Green Street having a frontage on Green Street of approximately 16.72 feet and running to the center of an alley mentioned in the description in the above mentioned advertisement in the Evening Capital of May 23, 1959 of Parcel 4 therein. Settlement to be within thirty days from the date of ratification and approval of the Circuit Court for Anne Arundel County in proceedings therein pending styled Noah A. Hillman Trustee of Louis Bloom, Plaintiff vs. Rebecca Snyder, et al, Defendants, being No. 13,063 Equity. Balance of the purchase price to bear interest at the rate of 6% per annum to date of settlement. Taxes, rents and all other public charges to be adjusted to date of sale.

THE Party of the Third Part herebycovenants and agrees with the Party of the Second Part to accept a purchase money mortgage from the Party of the Second Part in the sum of $ 8,500.00 with interest at the rate of 6% per annum to be amortized by monthly payments over a period of fourteen years from the date of the mortgage.

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1959 JUN -3 AM 10:25

74

Trustee's Exhibit 3

WITNESS the hands and seals of the parties hereto the year and day first above written.

C. Osborne Duvall, Trustee (SEAL)

Witness:

Irving Wolfe (SEAL)

as to all

Noah A. Hillman, Trustee of the Estate of Louis Bloom (SEAL)

75

LIBER 122 PAGE 386

# ORDER NISI

NOAH A. HILLMAN,
Trustee of Louis Bloom, Deceased

versus

REBECCA SNYDER

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,063 Equity

Ordered, this 3rd day of June, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by C. Osborne Duvall, Trustee under an amended decree passed in these proceedings dated May 16, 1959,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of July next.

The report states that the amount of sale was $ 47,200.00

FILED June 3, 1959 AM 10:25

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

NOAH A. HILLMAN,
Trustee of Louis Bloom, Deceased

versus

REBECCA SNYDER

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th day of July, 1959, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 JUL -8 PM 12:34

76

LIBER 122 PAGE 387 OFFICE F

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,063 Equity

NOAH A. HILLMAN
Trustee of Louis Bloom, Deceased
versus
REBECCA SNYDER

Ordered, this 3rd day of June, 1959, that the sale of the Property in these proceedings mentioned, made and reported by C. Osborne Duvall, Trustee under an amended decree passed in these proceedings dated May 16, 1959 BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of July next.

The report states that the amount of sales were $47,200.00

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

ju-25

## CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,063 Louis Bloom vs Snyder

was published in

## Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of July, 1959. The first insertion being made the 4th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1540 -3 AM 9:50

77

| | | |
|---|---|---|
| NOAH A. HILLMAN, Trustee of | * | NO. 13,063 EQUITY |
| LOUIS BLOOM, | * | IN THE |
| Plaintiffs | * | CIRCUIT COURT |
| VS. | * | FOR |
| REBECCA SNYDER, et al | * | ANNE ARUNDEL COUNTY |
| Defendants | * | |
| | * | |

* * * * * * * * * * *

PETITION TO ALLOW TRUSTEE TO CONVEY

REAL PROPERTY TO THE PRINCIPAL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Kent R. Mullikin, Agent , and St. Clair Wright, by Bennett Crain, Jr., their solicitor, respectfully represents:

On or about the first day of June, 1959, C. Osborne Duvall, Trustee, and Kent R. Mullikin, Agent, entered into a Contract for the sale of realty known as Parcel No. 2 and Parcel No. 3 in an advertisement published in the Evening Capital on Saturday, May 23, 1959, the improvements thereon on Parcel No. 2 being known as No. 97-99 Main Street, Annapolis, Maryland, and the improvements on Parcel No. 3 being known as 196 Green Street, Annapolis, Maryland. The said Contract of Sale was duly ratified and confirmed by this Honorable Court on 8 July, 1959. Kent R. Mullikin is acting as agent for the Port of Annapolis, Inc., and entered into the said Contract of Sale with their express authority and approval. St. Clair Wright is a director of Port of Annapolis, Inc.

THEREFORE, Kent R. Mullikin and St. Clair Wright respectfully request this Court to pass an Order authorizing the Trustee, C. Osborne Duvall, to execute a deed to Kent R. Mullikin's principal, the said Port of Annapolis, Inc.

BENNETT CRAIN, JR.
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1959 JUL 14 PM 3:09

78

AND AS IN DUTY BOUND, ETC.

Kent R. Mullikin, Agent

Kent R. Mullikin, Agent

Bennett Crain, Jr.
18 West Street
Annapolis, Maryland
Colonial 3-6670

St. Clair Wright

St. Clair Wright

ORDER OF COURT

It is hereby ORDERED this 15th day of July, 1959, that upon the payment of the remainder of the purchase price that C. Osborne Duvall, Trustee, convey the property known as Parcel No. 2 and Parcel No. 3 in an advertisement published in the Evening Capital on Saturday, May 23, 1959, the improvements thereon on Parcel 2 being known as No. 97-99 Main Street, Annapolis, Maryland, and the improvements on Parcel 3 being known as 196 Green Street, Annapolis, Maryland, to Port of Annapolis, Inc.

Judge

BENNETT CRAIN, JR.
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1959 JUL 15 AM 11:22

79

LIBER 122 PAGE 390

*In the Case of*

Noah A. Hillman, Trustee of
Louis Bloom, deceased
vs.
Rebecca Snyder,
et al

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,063 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.

January 6, 1960

Laura R. Jekel
Auditor

FILED

1960 JAN -6 PM 3:13

*In the Case of*

Dr. Noah A. Hillman, Trustee of Louis Bloom, deceased vs. Rebecca Snyder, et al

in ac.

| | | | |
|---|---|---|---|
| To Trustee for Commissions, viz: | | | |
| On $10,056.67 proceeds of sale of 194 Green St., Annapolis | 331 | 70 | |
| On $15,590.00 proceeds of sale of 91-93-95 Main Street, Annapolis | 497 | 70 | |
| On $21,845.87 proceeds of sale of 196 Green St. and 97-99 Main St., Annapolis | 685 | 38 | |
| To Trustee for Fee (Order 12/17/59), viz: | 575 | 00 | 2,089 78 |
| 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 | 136 | 00 | |
| Jos. W. Alton, Jr. - Sheriff's costs | 10 | 15 | |
| Jos. C. Deegan - Sheriff's costs | 8 | 70 | |
| John G. Rouse, Jr. - Examiner's fee | 10 | 00 | |
| Irene Hazel - Stenographer's fee | 16 | 00 | |
| Auditor - stating this account | 63 | 00 | 263 85 |
| To Trustee for Expenses, viz: | | | |
| Capital-Gazette Press - advertising sale | 150 | 00 | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | |
| Speer Publications, Inc. - handbills | 20 | 58 | |
| Globe Indemnity Co. - bond premium | 180 | 00 | |
| Fred E. Voges - appraisal and testimony | 150 | 00 | |
| James D. Hicks - survey and descriptions of three properties (Order 12/31/59) | 421 | 00 | |
| One-half Federal documentary stamps: | | | |
| 194 Green Street | 5 | 50 | |
| 91-93-95 Main Street | 8 | 52 | |
| 196 Green and 97-99 Main Streets | 12 | 10 | |
| One-half State documentary stamps: | | | |
| 194 Green Street | 11 | 00 | |
| 91-93-95 Main Street | 17 | 05 | |
| 196 Green and 97-99 Main Streets | 24 | 20 | |
| Naomi K. Cox - notary fee | | 50 | |
| Irene Norton - notary fee | | 50 | 1,020 95 |
| To Trustee for Taxes, viz: | | | |
| 1959 State and County taxes on 194 Green St ($85.53) - 5 months | 35 | 65 | |
| 1959 State and County taxes on 91-93-95 Main St. ($172.31) - 5 months | 71 | 80 | |
| 1959 State and County taxes on 196 Green St. and 97-99 Main St. -5 months and interest | 105 | 52 | |
| | | | 212 97 |

| | | | | |
|---|---|---|---|---|
| To Trustee for Benefit Charges, viz: | | | | |
| Metered water - 194 Green St., from 4/11/59 to 7/10/59 | 14 | 76 | | |
| Metered water - 91-93-95 Main Street from 4/11/59 to 7/10/59 | 24 | 12 | 38 | 88 |
| To Trustee for Deferred Payments, viz: | | | | |
| Purchase money mortgage on #194 Green St., to Noah A. Hillman, Trustee of Estate of Louis Bloom, as per agreement of sale dated 6/1/59, duly ratified | 8,495 | 49 | | |
| Purchase money mortgage on #91-93-95 Main St., to Noah A. Hillman, Trustee of Estate of Louis Bloom, as per agreement dated 6/1/59, duly ratified | 13,480 | 11 | 21,975 | 60 |
| To Trustee for Claims Paid, viz: | | | | |
| Noah A. Hillman, Trustee of Estate of Louis Bloom - amount of mortgage loan from County Trust Co. of Md., due 11/16/59 (Order of11/14/59). | 2,030 | 00 | | |
| Sarah Wolod - cash payment in lieu of rights of occupancy under Will of Louis Bloom (Decree of 12/18/59) | 3,000 | 00 | | |
| Rebecca Snyder - cash payment in lieu of rights of occupancy under Will of Louis Bloom (Decree of 12/14/59) | 1,000 | 00 | 6,030 | 00 |
| To Noah A. Hillman, Trustee of the Estate of Louis Bloom - this balance | 15,894 | 37 | 15,894 | 37 |
| | | | 47,526 | 40 |

with C. Osborne Duvall, Trustee

| | | | | Cr. |
|---|---|---|---|---|
| 1959 | | | | |
| July | 10 | Proceeds of Sale of #194 Green St., Annapolis | 10,000 00 | |
| | | Interest on deferred payment of $8,500.00 from 6/1/59 to 7/10/59 | 56 67 | 10,056 67 |
| | | Proceeds of Sale of #91-93-95 Main St., Annapolis | 15,500 00 | |
| | | Interest on deferred payment of $13,500.00 from 6/1/59 to 7/10/59 | 90 00 | 15,590 00 |
| July | 15 | Proceeds of Sale of #196 Green St. and #97-99 Main Street, Annapolis | 21,700 00 | |
| | | Interest on deferred payment of $19,450.00 from 6/1/59 to 7/15/59 | 145 87 | 21,845 87 |
| | | Refunds | | |
| | | 1958 Annapolis City taxes ($69.13) | | |
| | | 1 month - 194 Green Street | 5 73 | |
| | | 1958 Annapolis City taxes ($139.26) | | |
| | | 1 month - 91-93-95 Main Street | 11 60 | |
| | | 1958 Annapolis City taxes ($198.36) | | |
| | | 1 month - 196 Green Street and | | |
| | | 97-99 Main Street | 16 53 | 33 86 |
| | | | | 47,526 40 |

**ORDER NISI** LIBER 122 PAGE 394

Noah A. Hillman, Trustee of
Louis Bloom, deceased
VERSUS
Rebecca Snyder,
et al

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 13,063 Equity.

ORDERED, This 6th day of January, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell, Clerk

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 11th day of February, 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.

V. Bowie Duckett
Judge

FILED
1960 FEB 11 AM 11:21

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

LIBER 122 PAGE 395 OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**Legal Notice**

**Order Nisi**

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,063 Equity

NOAH A. HILLMAN, Trustee of LOUIS BLOOM, deceased
Versus
REBECCA SNYDER, et al

Ordered, this 6th day of January, 1960, 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 10th 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 10th day of February next.

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

# CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,063
Auditor Account
Louis Bloom, vs
Rebecca Snyder

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of February, 1960. The first insertion being made the 9th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

1960 FEB -5 PM 2:50

No. M. G. 13,063 Eq

84

LIBER 122 PAGE 396

| | | |
|---|---|---|
| H. ALLEN MEZGER, ASSIGNEE | * | IN THE CIRCUIT COURT |
| VS. | * | FOR |
| LARRY A. HUTTON and | * | ANNE ARUNDEL COUNTY |
| DORIS L. HUTTON, his wife | * | Equity No. 13,413 |

* * * * * * *

Mr. Clerk:

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

H. Allen Mezger, Assignee

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

FILED

1959 SEP 19 AM 9:40

JB

LIBER 122 PAGE 397

LIBER 1122 PAGE 100

No. 15,413 Equity

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 24th day of May - - - - -; in the year one thousand nine hundred and fifty-seven, between LARRY A. HUTTON and DORIS L. HUTTON, his wife, - - - - - - - - - -of the County of Anne Arundel - - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Seventy-Six Hundred Seventy-Five ($7675.00) - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -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-Five ($65.00) Dollars- - - - - - - - - - - - - - commencing on the fifteenth - -day of June - - ,1957, and on the fifteenth - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Fifth Election District, Anne Arundel County, Maryland - - -, and described as follows:

BEGINNING BEING known and designated as Lot No. Thirty-Six (36), in Block A, on the Plat of Airage Village, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-7, Plat No. 13, in Plat Book 24, folio 34. Being known as No. 423 M Street.

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 Richard W. Vincent and Catherine M. Vincent, his wife, to the said mortgagors.

FILED

1959 SEP 19 AM 9:40

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



2

TOGETHER with the improvements thereon and the rights and appurtenanoes 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, subject to an annual ground rent of Ninety ($90.00) Dollars, payable in equal semi-annual installments on the eleventh days of June and December in each and every year.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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

3

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 Twenty-Two ($22.00) Dollars- - - - - - - - - - - - - - - - - - - - - - - - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice: (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

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

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



4

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

LIBER 122 PAGE 400

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Elaine E. Seeger

Larry A. Hutton (SEAL)
Larry A. Hutton

Doris L. Hutton (SEAL)
Doris L. Hutton

(SEAL)

LIBER 1122 PAGE 104 (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of May- - - -, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Larry A. Hutton and Doris L. Hutton, his wife, - -

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

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger

Elaine E. Seeger Notary Public

ELAINE E. SEEGER NOTARY PUBLIC BALTIMORE COUNTY, MD.

My Commission Expires May 4th, 1959

Rec'd for record May 25 1957 at 4:31 P.M.

Mailed to Mezger + Mezger

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

5

6

LIBER 122 PAGE 401

BALTIMORE, MARYLAND

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

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 9th day of Sept 1959.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

By: John P. Helmer

E. Jane Rusinek

John P. Helmer, President

**SHORT ASSIGNMENT**

OF MORTGAGE

FROM

ARUNDEL FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BALTIMORE CITY

TO

H. ALLEN MEZGER, ASSIGNEE

Received for Record 1959 at ____ o'clock ____ M. Same day recorded in Liber ____ Folio ____ etc. one of the Records of ~~Baltimore~~ County and examined.

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1959 SEP 13 AM 9:13 & RECORDED IN LIBER GTC NO. 1122 FOLIO 401 FEO. J. CROMWELL, CLERK

Per ____ Clerk.

200

H. Allen Mezger, Assignee

VS

LARRY A. HUTTON and

DORIS L. HUTTON, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 15,413

STATEMENT OF MORTGAGE DEBT

| | | |
|---|---|---|
| Original Amount of Mortgage | | $ 7675.00 |
| Less - Total amount paid on account of Principal | $ 170.45 | |
| Less - Credit Expense Account | xxx= | 170.45 |
| Net Balance | $170.45 | $ 7504.55 |
| Plus accumulated interest to September 30, 1959 (with interest thereafter at rate of 6% per annum) | | 37.52 |
| Total Amount of Mortgage Indebtedness | | $ 7552.37 |

ARUNDEL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

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

STATE OF MARYLAND, City OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 18th day of September in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 1, 1961.

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

FILED

1959 SEP 19 AM 9:40

7

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

LIBER 122 PAGE 403

H. ALLEN MEZGER, ASSIGNEE

*vs.*

LARRY A. HUTTON and

DORIS L HUTTON, his wife

IN THE

**CIRCUIT COURT**

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket 13413 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

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 19th day of October 1959.

Joseph J. Blimline, Jr.
*Notary Public*
JOSEPH J. BLIMLINE, JR.

FILED
1959 OCT 23 AM 10:09

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

6

Jud. 14042.

ASSIGNEE'S BOND

LIBER 122 PAGE 404

No. 13413 Equity

# Know all Men by these Presents: LIBER 10 PAGE 110

*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* Seven Thousand Six Hundred and 00/100 ($ 7,600.00) . . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 23rd *day of* October *in the year of our Lord nineteen hundred and* fifty-nine.

*WHEREAS, the above bounden* H. Allen Mezger

an assignment of
*by virtue of a power contained in mortgage from* Larry A. Hutton and Doris L. Hutton, his wife

*to* Arundel Federal Savings and Loan Association of Baltimore City

*dated* May 24, 1957 *and recorded in Liber* GTC

*No.* 1122 *folio* 100 *etc., one of the Land Record Books of* Anne Arundel County, Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger

by assignment of power
*is about to execute the power vested in him in said mortgage;*

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

*Signed, sealed and delivered in the presence of*

Mary Virginia Helm

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By A. Robinson Cohee, Jr.
A. Robinson Cohee, Jr.
Attorney-in-fact

ATTEST:

L. Pill

COUNTERSIGNED
Maryland Casualty Company
BY Joseph D. Brown
ATTORNEY-IN-FACT

Bond approved this 23rd day of October 1959

FILED
43339 OCT 23 AM 10: 03

George T. Bromwell Clerk

9

| | | |
|---|---|---|
| H. ALLEN MEZGER, ASSIGNEE | * | IN THE CIRCUIT COURT |
| vs. | * | FOR |
| LARRY A. HUTTON and | * | ANNE ARUNDEL COUNTY |
| DORIS L. HUTTON, his wife | * | Equity No. 13413 |

* * * * * * * * *

CERTIFICATION

We hereby certify, that on the 30th day of October, 1959, we sold at public auction for the highest price obtainable to Richard W. Vincent and Catherine M. Vincent, his wifethe leasehold property described as follows:

BEING known and designated as Lot No. Thirty-Six (36), in Block A, on of Anne Arundel County in Plat Cabinet No. 4, Rod G-7, Plat No. 13, in Plat Book 24, folio 34. Being known as No. 423 M Street, at and for the price of $7900.00, subject to an annual Ground Rent of $90.00.

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

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

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

I/We hereby certify that I/we purchased the above described property at and for the price of $7900.00

Richard W. Vincent
Richard W. Vincent

Catherine M. Vincent
Catherine M. Vincent

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

FILED
1959 NOV -3 10:53

10

| | | |
|---|---|---|
| H. ALLEN MEZGER, ASSIGNEE | * | IN THE CIRCUIT COURT |
| vs. | * | FOR |
| LARRY A. HUTTON and | * | ANNE ARUNDEL COUNTY |
| DORIS L. HUTTON, his wife | * | Equity No. 13413 |

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Larry A. Hutton and Doris L. Hutton, 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 Larry A. Hutton and Doris L. Hutton, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated May 24th, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1122, folio 100, which mortgage was then duly assigned on September 10th, 1959, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, October 30th, 1959, at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Fifth Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, to Richard W. Vincent and Catherine M. Vincent, his wife, at and for the sum of Seven Thousand Nine Hundred ($7,900.00) Dollars, subject to an annual Ground Rent of Ninety ($90.00) Dollars, of which a deposit of Seven Hundred Ninety ($790.00) Dollars was made at time of sale, balance of the purchase price of interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

H. Allen Mezger, Assignee

FILED

1959 NOV -3 AM 10:53

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 2nd day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.

Joseph J. Blimline, Jr.

My Commission Expires May 1st, 1961.

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

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

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LIBER 122 PAGE 408

# ORDER NISI

H. ALLEN MEZGER, Assignee

versus

LARRY A. HUTTON and

DORIS L. HUTTON, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,413 Equity

Ordered, this 3rd day of November, 1959, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next.

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

FILED 1959 NOV. 3 AM 10:53

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee

versus

LARRY A. HUTTON and

DORIS L. HUTTON, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of December, 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 DEC -8 PM 1:01

Mezger & Mezger, Attorneys
200 West Saratoga Street
Baltimore 1, Maryland

# Assignee's Mortgage Sale

## Valuable Leasehold Residential Property

Improved with a brick dwelling, situate Lot 36A, Block A, Airage Village, 5th Election District, Anne Arundel County. The improvements thereon being known as 423 "M" Street, Glen Burnie, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated May 24, 1959, from Larry A. Hutton and Doris L. Hutton, his wife said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1122 folio 100, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on;

**Friday, Oct. 30th, 1959 at 2:00 O'Clock P.M.**

THE FOLLOWING DESCRIBED PROPERTY:

BEING known and designated as Lot No. Thirty-Six (36), in Block A, on the Plat of Airage Village, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-7, Plat No. 13, in Plat Book 24, folio 34. Being known as No. 423 M Street, subject to an annual ground rent of $90.00.

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

H. ALLEN MEZGER, Assignee
E. T. NEWELL & CO., INC.,
Auctioneers

O-29

13,412

OFFICE OF LIBER 122 PAGE 409

*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

Assignee's Mortgage Sale

Larry A. Hutton

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 October, 1959. The first insertion being made the 8th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 NOV By

LIBER 122 PAGE 410 OFFI OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,413 Equity
H. ALLEN MEZGER, Assignee

vs.

LARRY A. HUTTON and
DORIS L. HUTTON, his wife

Ordered, this 3rd day of November, 1959, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
N-26,

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,413

Larry A. Hutton

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 December, 1959. The first insertion being made the 5th day of November, 1959

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 12168 1959 DEC -1 PM 1:1[illegible] By H. Tilghman

FILED

*In the Case of*

H. Allen Mezger,
Assignee
vs.
Larry A. Hutton
and
Doris L. Hutton, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,413 Equity

*To the Honorable, the Judges of said Court:*

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

All of which is respectfully submitted.

Laura K. Dickelman
Auditor.

January 7, 1960

FILED
1960 JAN -9 AM 10:50

Dr. H. Allen Mezger, Assignee vs. Larry A. Hutton and Doris L. Hutton, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Assignee for Fee, viz: | 100 | 00 | | |
| To Assignee for Commissions, viz: | 268 | 88 | 368 | 88 |
| 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 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 | | |
| Maryland Casualty Co. - bond premium | 30 | 40 | | |
| E.T. Newell & Co., Inc. -auctioneer's fee | 232 | 50 | | |
| Clerk of Court - recording assignment | 2 | 00 | | |
| One-half Federal documentary stamps | 4 | 40 | | |
| One-half State documentary stamps | 8 | 80 | | |
| Joseph J. Blimline, Jr. - notary fees | 1 | 50 | 362 | 60 |
| To Attorney for Ground Rent and Benefit Charges, viz: | | | | |
| Semi-annual ground rent due 12/11/59 | 45 | 00 | | |
| Metered water to 12/22/59 | 11 | 70 | 56 | 70 |
| To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim | 7,159 | 00 | 7,159 | 00 |
| | | | 7,998 | 68 |
| Amount of mortgage claim filed | 7,552 | 37 | | |
| Interest on principal balance of $7,504.55 from 9/30/59 to 10/30/59 - 1 month | 37 | 52 | | |
| | 7,589 | 89 | | |
| Cr. Amount allowed above | 7,159 | 00 | | |
| Balance subject to decree in personam | 430 | 89 | | |

17

with H. Allen Mezger, Attorney named in Mortgage Cr.

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Oct. | 30 | Proceeds of Sale | 7,900 00 | |
| | | Interest on deferred payment of $7,110.00 to 12/22/59 | 62 80 | 7,962 80 |
| | | Refund 1959 State and County taxes - 1 month 22 days | 22 88 | |
| | | Refund 1959 water and sewer benefit charges - 1 month 22 days | 13 00 | 35 88 |
| | | | | 7,998 68 |

*ORDER NISI* LIBER 122 PAGE 414

H. Allen Mezger,

Assignee

VERSUS

Larry A. Hutton

and

Doris L. Hutton, his wife

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 13,413 Equity.

FILED
1960 FEB -9 AM 10:50

ORDERED, This 9th day of January, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of 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 15th day of February next.

George T. Cromwell, Clerk

*In the Circuit Court for Anne Arundel County*

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

FILED
1960 FEB 17 AM 9:42

Benjamin Michaelson
Judge

LIBER 122 PAGE 415 OFFI OF

*Maryland Gazette*

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,413 Equity
H. ALLEN MEZGER, Assignee
vs.
LARRY A. HUTTON and
DORIS L. HUTTON, his wife

Ordered, this 9th day of January, 1960, 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 15th 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 15th day of February next.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,413

Auditor Account

Larry A. Hutton

was published in

*Maryland Gazette*

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THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

No. M. G. 136 960 FEB -3 AM 11:07

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LIBER 122 PAGE 416

| | | |
|---|---|---|
| THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY<br><br>Plaintiff;<br><br>vs.<br><br>JAMES D. RIPPARD, JR.<br><br>Defendant | : | IN THE<br><br>CIRCUIT COURT<br><br>FOR<br><br>ANNE ARUNDEL COUNTY<br>Docket_____ Folio_____<br>Case No. 13,376<br>Filed_____ |

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the plaintiff respectfully represents:

That on the 14th day of June, 1955, the defendant executed and delivered to the James W. Rouse & Co., Inc., a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $7,550.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

This mortgage was assigned to The National Life and Accident Insurance Company, Nashville, Tennessee on the 14th day of June, 1955.

That the Defendant has defaulted in the payment of the mortgage debt.

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

AND, AS IN DUTY BOUND, etc.

Franklin Allen

Franklin Allen
900 First National Bank Building
Baltimore 2, Maryland
LExington 9-2530

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LIBER 122 PAGE 417
LIBER 937 PAGE 38

Exhibit #1

MTG - Appl. No. 125,497
FHA Form No. 2127-H
(Revised July 1954)

# MORTGAGE

THIS MORTGAGE, Made this 14th day of June, A. D. 1955, by and between JAMES D. RIPPARD, JR., widower,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and

JAMES W. ROUSE & COMPANY, INCORPORATED

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

WHEREAS, the Mortgagor ~~[illegible]~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of SEVEN THOUSAND FIVE HUNDRED FIFTY Dollars ($ 7,550.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-half per centum ( 4½ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of the Mortgagee, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Forty-One and 98/100ths Dollars ($ 41.98), commencing on the first day of July, 1955, 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 June, 1980. 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—55500-6

BEING known and designated as Lot No. 8, as shown on a Plat entitled "Acreslee Plat No. 2", which Plat was formerly recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 5, but is now recorded among said Plat Records in Plat Book No. 22, folio 19.

BEING the same lot of ground described in an Assignment from Beulah Bruehl, unmarried, to the within named Mortgagor, dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto.

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*Delete italicized words if Mortgagee is not a Building and Loan Association.

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

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, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety Dollars ($90.00) payable in equal semi-annual installments on the 10th days of June and December, 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 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*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor 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 the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

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 sixty days 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 sixty day's 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(m) 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(m) hereby also authorize(s) the said Mortgagee, its successors or assigns or R. Dorsey Watkins, 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 Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the 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(m), 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 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(m) and seal(m) of the Mortgagor(m) on the day and year first above written.

Witness:

George C. Wiedersum

GEORGE C. WIEDERSUM

James D. Rippard Jr. [SEAL]

James D. Rippard, Jr.

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this the 14th day of June, 19 55, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared JAMES D. RIPPARD, JR., widower known to me (or satisfactorily proven) to be the person(m) whose name(m) is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and also acknowledged the same to be his act.

At the same time also personally appeared Richard L. Cover, 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 WITNESS WHEREOF, I hereunto set my hand and official seal.

NLA 51863

My Commission Expires May 6, 1957. George C. Wiedersum

GEORGE C. WIEDERSUM Notary Public

My commission expires: Recorded: June 17, 1955 at 9 A.M.

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

AS WITNESS the signature of James W. Rouse & Company, Incorporated by the hand of its Vice-President together with its corporate seal hereto affixed this 14th day of June, 1955.

WITNESS

Kathleen Kolby

Kathleen Kolby

JAMES W. ROUSE & COMPANY, INCORPORATED

Harry H. Batchelor

Vice-President

Recorded: June 17, 1955 at 9 A.M.

125,497

RBK:cd

This form may be used as the security instrument in connection with mortgages to be insured under Section 8, Section 203, Section 603, Section 603 pursuant to Section 610, Section 903, and in connection with "individual mortgages" to be insured under Section 213 and Section 611 of the National Housing Act.

STATE OF MARYLAND

Loan No.

NLA 51863

MORTGAGE

FROM

JAMES D. RIPPARD, JR. WIDOWER TO JAMES W. ROUSE & COMPANY, INCORPORATED

Received for Record 17 June, 1955 at 9 o'clock A.M. Same day recorded in Liber No. 1218 Folio 38 etc., one of the Land Records of A.A. Co. and examined per JOHN H. HOPKINS, 3rd Clerk

Cost of Records, $ 15.50 Clerk.

Harry H. Batchelor

Received for Record 17 Day of June 1955 at 9 A.M. and the same Recorded in Liber H.H. No. 1218 Folio 38 Records of Anne Arundel County

JOHN H. HOPKINS, 3rd Clerk

Date

FEDERAL HOUSING COMMISSIONER

By Authorized Agent

APPROVED 10-26-55

Date

Reference is made to the Act and to the Regulations thereunder covering the Administrative Provisions of this note.

THE NAT'L LIFE & ACC. INS. CO.

By

LIBER 937 PAGE 42

LIBER 122 PAGE 420

LIBER 122 PAGE 421

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

Plaintiff,

vs.

JAMES D. RIPPARD, JR.

Defendant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Docket_____ Folio_____

Case No. 13,376

Filed_____

STATEMENT OF MORTGAGE DEBT

As of August 1, 1959

James D. Rippard, Jr.
1005 Langley Road
Glen Burnie, Maryland

| | | |
|---|---|---|
| Original amount of mortgage | | $ 7,550.00 |
| LESS | | |
| Total principal payments | 668.61 | 668.61 |
| | | 6,881.39 |
| PLUS | | |
| Interest due from March 1, 1959 thru August 1, 1959 at 4½% on $6,881.39 | 129.91 | |
| Late charges from April, May, June & July | 5.20 | |
| Advance for tax payment | 14.57 | 149.68 |
| | | $ 7,031.07 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 14th day of August 1959, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Harry H. Batchelor, Vice-President of the James W. Rouse & Co., Inc. and agent of the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid to the plaintiff herein.

AS WITNESS my hand and Notarial Seal.

Emma Lee Tenney
Notary Public

My commission expires:

May 1, 1961

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| | | |
|---|---|---|
| THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY, Plaintiff | * | IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY |
| vs. | * | |
| JAMES D. RIPPARD, JR., Defendant | * | Docket Folio<br>Case No. 13,376<br>Filed |

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared HARRY H. BATCHELOR, Vice President of the James W. Rouse & Co., Inc., and made oath in due form of law that he knows of 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 have been ordered to report for military service.

And furthermore, stated that he had reason to believe that the said defendant is deceased.

Harry H. Batchelor
Vice President of
James W. Rouse & Co., Inc.

Subscribed and sworn to
before me this 20th day of
August, 1959.

Virginia Lee Effler
Notary Public

My Commission Expires:
May 1, 1961

VIRGINIA LEE EFFLER NOTARY PUBLIC BALTIMORE, MD.

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LIBER 122 PAGE 423

| | | |
|---|---|---|
| THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY<br><br>Plaintiff,<br><br>vs.<br><br>JAMES D. RIPPARD, JR.<br>Defendant | : | IN THE<br><br>CIRCUIT COURT<br><br>FOR<br><br>ANNE ARUNDEL COUNTY<br><br>Docket 18 Folio 237<br>Case No. 13,376<br>Filed |

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

DECREE FOR SALE OF MORTGAGE PREMISES

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

IT IS THEREUPON, this 21st day of August, 1959, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Decatur H. Miller and Joseph H. Young, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Seven Thousand Five Hundred Dollars ($7,500.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by and further Decree or Order in the premises; they shall then proceed to make the said sale at the premises, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be all cash, and the unpaid

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

Benjamin Nicholson
Judge



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1959 AUG 21 PM 3:09

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LIBER 122 PAGE 425

# New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

#298912

No. 13,376 Equity

# Know All Men By These Presents:

THAT WE, **Joseph H. Young and Decatur H. Miller, 900 First National Bank Building, Baltimore 2, Maryland**

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of **SEVEN THOUSAND FIVE HUNDRED AND NO/100 - - - - -** Dollars ($ **7,500.00** ), 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 **8th** day of **September** in the year of our Lord one thousand nine hundred and **fifty-nine**

WHEREAS, the above bounden **Joseph H. Young and Decatur H. Miller**

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

has been appointed **trustee to sell property known as #1005 Langley Road, Glen Burnie, Maryland** mentioned in the proceedings in the case of **The National Life and Accident Insurance Company**

*vs.*

**James D. Hippard, Jr.**

now pending in said Court;

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

*Signed, sealed and delivered in the presence of*

Mary Celeste Barlow
MARY CELESTE BARLOW

Mary Celeste Barlow
MARY CELESTE BARLOW

Joseph H. Young (SEAL)

Decatur H. Miller (SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

~~WITNESS~~ WITNESS:

S. Alvey

FILED
1959 SEP 11 AM 9:04

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

307-Md. Trustee—Receiver 500-8-51

| | | |
|---|---|---|
| THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY, Plaintiff, vs. JAMES D. RIPPARD, JR., Defendant. | * | IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY |
| | * | Docket____ Folio____ |
| | * | Case No. 13,376 |
| | * | Filed____ |

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

## STATEMENT OF MORTGAGE DEBT

As of September 21, 1959

James D. Rippard, Jr.
1005 Langley Road
Glen Burnie, Maryland

| | | |
|---|---|---|
| Original amount of mortgage | | $7,550.00 |
| LESS | | |
| Total principal payments | | 668.61 |
| | | $6,881.39 |
| PLUS | | |
| Interest due from March 1, 1959 thru September 21, 1959 at 4-1/2% on $6,881.39 | $172.92 | |
| Late charges for April, May, June, July, August and September | 7.80 | |
| Advance for Tax Payment | 14.57 | 195.29 |
| TOTAL MORTGAGE DEBT CLAIMED | | $7,076.68 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 17th day of September, 1959, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared George D. Stillson, Treasurer of the James W. Rouse & Co., Inc. and agent of the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of September 21, 1959, to the said The National Life and Accident Insurance Company.

AS WITNESS my hand and Notarial Seal.

Virginia Lee Stafford
Notary Public

My Commission expires:
May 1, 1961

FILED
1959 SEP 19 AM 9:31

LIBER 122 PAGE 427

| | | |
|---|---|---|
| THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY, Plaintiff vs. JAMES D. RIPPARD, JR., Defendant | * | IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket 18 Folio 237 Case No. 12,376 Filed |

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

REPORT OF SALE

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

The Report of Sale of Decatur H. Miller and Joseph H. Young, Trustees appointed by the decree in the above entitled cause, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital - Gazette Press, Inc., a newspaper printed and published in Anne Arundel County, Maryland for more than three successive weeks preceding the day of sale, said Trustees did, pursuant to said notice on Monday, September 21, 1959 at 4:00 o'clock P.M., sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated the 14th day of June, 1955, and delivered to James W. Rouse & Company, Incorporated and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 38 and assigned to The National Life and Accident Insurance Company on the 14th day of June, 1955.

And your Trustees sold said property unto Clyde B. Didlake and Irene E. Didlake, his wife, at and for the sum of Seven Thousand, Four Hundred Ten Dollars ($7,410.00), said persons being at that price the highest bidder therefor.

FILED
1959 SEP 24 PM 3:12

12

AND, as in duty bound, etc.

Decatur H. Miller
Decatur H. Miller, Trustee

Joseph H. Young
Joseph H. Young, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 22nd day of September, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DECATUR H. MILLER and JOSEPH H. YOUNG, 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.

Mary Celeste Barlow
Notary Public MARY CELESTE BARLOW

My Commission expires:
May 1, 1961



13

LIBER 122 PAGE 429

# ORDER NISI

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

versus

JAMES D. RIPPARD, JR.

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,376 Equity

Ordered, this 24th day of September, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Decatur H. Miller and Joseph H. Young, Trustees

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 $ 7,410.00

True Copy,

George T. Cromwell Clerk.

FILED 1959 SEP 24 PM 3:12

TEST: Clerk.

(Final Order)

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

versus

JAMES D. RIPPARD, JR.

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 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.

O. Bowie Duckett

JUDGE.

1959 NOV -3 PM 3:13

14

Piper & Marbury, Solicitors
900 First National Bank Bldg.
Baltimore 2, Maryland

# Trustee's Sale

## OF LEASEHOLD PROPERTY

By virtue of a decree of the Circuit Court of Anne Arundel County passed on this 21st day of August, 1959, in the case entitled The National Life and Accident Insurance Company vs. James D. Rippard, Jr., the undersigned Trustees will sell at public auction at the premises

**Monday, Sept. 21, 1959**
**at 4:00 P. M.**

The properity is described as follows:

"ALL that lot of ground situate and lying in Anne Arundel County in the State of Maryland, the improvements thereon being known as 1005 Langley Road, Glen Burnie, Maryland." For a more complete description see the mortgage from James D. Rippard, Jr. to James W. Rouse & Company, Incorporated dated the 14th day of June, 1955 and recorded among the Land records of Anne Arundel County in Liber J.H.H. No. 937, folio 38 and assigned to The National Life and Accident Insurance Company.

SUBJECT to an annual ground rent of $90.00.

THE IMPROVEMENTS consist of an attractive one story, frame detached cottage. There are two bedrooms, a living room and a bath. There is forced hot air heat.

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

TERMS: A cash deposit of $500.00 will be required by purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, ground rents, and all other liens or charges, public or otherwise, including special paving taxes, if any, will be adjusted to date of sale.

Decatur H. Miller and
Joseph H. Young, Trustees
Robert H. Campbell, Auctioneer

15 S-17

LIBER 122 PAGE 490 OFFICE

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1959

We hereby ~~certify~~, that the annexed

Trustee's Sale

James D. Rippard, Jr.
Equity No. 13,376

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 27th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 OCT 5 By H. Tilghman

LIBER 122 PAGE 431

OFFICE O.

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,376 Equity
THE NATIONAL LIFE and ACCIDENT INSURANCE COMPANY
vs.
JAMES D. RIPPARD, JR.

Ordered, this 24th day of September, 1959, That the sale of the Property in these proceedings mentioned made and reported by Decatur H. Miller and Joseph H. Young, Trustees, 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 $7,410.00.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,376 Sale James D. Rippard, Jr. was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of November, 1959. The first insertion being made the 1st day of October, 1959.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 11448 1959 OCT 29 AM 10:13 By H. Tilghman

16

LIBER 122 PAGE 432

*In the Case of*

The National Life and Accident Insurance Company

VS.

James D. Rippard, Jr.

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,376 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. Jacklins
Auditor.

December 30, 1959.

FILED

1960 JAN -8 AM 9:11

Dr. The National Life and Accident Insurance Company vs. James D. Rippard, Jr. in ac.

| | | | | |
|---|---|---|---|---|
| To Trustees for Fee, viz: | 50 | 00 | | |
| To Trustees for Commissions, viz: | 255 | 23 | 305 | 23 |
| To Trustees for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 28 | 00 | | |
| Auditor - stating this account and two copies thereof | 22 | 50 | 60 | 50 |
| To Trustees for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 57 | 76 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| Speer Publications, Inc. - handbills | 13 | 15 | | |
| New Amsterdam Casualty Co. - bond premium | 30 | 00 | | |
| Robert H. Campbell - auctioneer's fee | 40 | 00 | | |
| Maryland Title Guarantee Co. - judgment and lien report | 1 | 00 | | |
| One-half Federal documentary stamps | 4 | 13 | | |
| One-half State documentary stamps | 8 | 25 | | |
| Mary C. Barlow - notary fees | 1 | 00 | 182 | 29 |
| To Trustees for Benefit Charges, viz: | | | | |
| Anne Arundel County Sanitary Commission-metered water and service charge | 11 | 90 | 11 | 90 |
| To Trustees for Ground Rent, viz: | | | | |
| The Savings Bank of Baltimore - ground rent due 12/10/59 | 45 | 00 | 45 | 00 |
| To The National Life and Accident Insurance Company, Assignee of the mortgage filed in these proceedings, this balance on account mortgage claim | 6,962 | 38 | 6,962 | 38 |
| | | | 7,567 | 30 |
| Amount of mortgage claim | 7,076 | 68 | | |
| Cr. Amount allowed above | 6,962 | 38 | | |
| Balance subject to decree in personam | 114 | 30 | | |

12

with Decatur H. Miller and Joseph H. Young, Trustees Cr.

| | | | | | | |
|---|---|---|---|---|---|---|
| 1959 | | | | | | |
| Sept. | 21 | Proceeds of Sale | 7,410 | 00 | | |
| | | Interest on deferred payment of $6,910.00 to 12/16/59 | 97 | 75 | 7,507 | 75 |
| | | Refunds | | | | |
| | | 1959 State and County taxes from 9/21/59 to 12/31/59 | 31 | 80 | | |
| | | Ground rent ($45.00) from 9/21/59 to 12/10/59 | 17 | 75 | | |
| | | 1959 water and sewer benefit charges ($36.00) from 9/21/59 to 12/31/59 | 10 | 00 | 59 | 55 |
| | | | | | 7,567 | 30 |

LIBER 122 PAGE 435

***ORDER NISI***

The National Life and Accident Insurance Company

VERSUS

James D. Rippard, Jr.

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 13,376 Equity.

1960 JAN -8 PM 9:11

ORDERED, This 8th day of January, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of 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 15th day of February next.

George T. Cromwell

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 16th day of February, 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 FEB 17 AM 9:41

Benjamin Michaelson
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. 13,376 Equity
The National Life and Accident Insurance Company
vs.
JAMES D. RIPPARD, JR.

Ordered, this 8th day of January, 1960, 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 15th 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 15th day of February next.

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

# CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 19__

We hereby certify, that the annexed Order Nisi Eq. 13,376 Auditor Account James D. Rippard, Jr. was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of February, 1960. The first insertion being made the 14th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 13655 ~~960~~ FEB -3 AM 11:08

By H. Tilghman

21

LIBER 122 PAGE 437

| | | |
|---|---|---|
| Doris E. C. Owens, | * | In the |
| Plaintiff | * | Circuit Court |
| vs. | * | for |
| Harry T. Owens and Elmer H. Owens, | * | Anne Arundel County |
| Defendants | * | #8847 Equity |
| | * | |

**********

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

1. That she and the Defendants, all adults, are the children and only heirs-at-law of Robert Edwin Owens, their father, who died on the 1st day of April, 1944; that their mother, Catherine Owens, pre-deceased her husband.

2. That the said Robert Edwin Owens, at the time of his death, was seized and possessed of two (2) contiguous parcels of land, situate in the Fifth Election District of Anne Arundel County, as follows:

A. A tract of ground containing 86.6 acres which by deed dated November 11, 1912 and recorded among the Land Records of said County in Liber G.W. No. 95, folio 161 was conveyed by Roderick O. Shipley and Annie V. Shipley, his wife, to Robert E. Owens and Katherine Owens, his wife. A certified copy of said deed is filed herewith, marked Plaintiff's Exhibit "A", and is prayed to be taken as a part hereof.

B. A tract of ground which originally contained 46 acres, and which is the first piece or parcel of land mentioned in a deed dated September 21, 1896 from Thomas A. Owens and Emma L. Owens, his wife, to the said Robert E. Owens, which deed is recorded among the aforesaid Land Records in Liber G.W. No. 3, folio 371. Out of this tract there has been conveyed or is excepted of one-half ($\frac{1}{2}$) acre for burial ground which is mentioned in said deed and also a portion containing about 11.9 acres which by deed dated December 4, 1943 was conveyed by said Robert E. Owens, widower, to John Gertz and wife, leaving in said tract about 34 acres, more or less, this being the tract of land upon which the dwelling house and outbuildings are located. A certified copy of the deed from said

Thomas A. Owens to Robert E. Owens is filed herewith, marked Plaintiff's Exhibit "B", and is prayed to be taken as a part hereof.

3. That your Complainant and the Defendants each own an undivided one-third (1/3) interest in and to the said described tracts, and neither of said tracts of ground, nor both together, are susceptible of partition amongst the parties aforesaid according to their respective interests therein without loss and injury and it would be to the interest and advantage of all the said parties hereto to have the same sold and the proceeds thereof divided equally according to their respective interests therein.

4. That all of the said parties reside in Anne Arundel County.

Wherefore, the Plaintiff prays,

A. That Defendants may be required to answer this Bill of Complaint.

B. That a decree may be passed for the sale of said real estate and the proceeds thereof divided amongst the parties according to their respective interests.

C. And for such other and further relief as the nature of the case may require.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Plaintiff

Doris E. C. Owens
Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 27 day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Doris E. C. Owens and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of her knowledge, information and belief.

As Witness my hand and Notarial Seal.

Lillian M. Fine
Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Filed March 28 1945

2

THIS DEED, Made this11th day of November in the year Nineteen Hundred and twelve, by Roderick O. Shipley and Annie V. Shipley his wife, of Anne Arundel County and State of Maryland.

WITNESSETH: That in consideration of Five Dollars and other good and valuable considerations, the said Roderick O. Shipley and Annie V. Shipley, his wife do grant and convey unto Robert E. Owens and Katherine Owens, his wife, their assigns the survivor of them and the heirs and assigns of the survivor.

ALL that tract of land situate in Anne Arundel County, that is described as follows, that is to say:

BEGINNING for the same at a stone in a Spring drain the beginning point of a lot of ground designated as Lot No. 2 in the division of the Disney Estate, thence running on the outlines thereof North eighty-nine and three quarter degrees, East twenty two perches South seventeen and onehalf degrees West twenty-seven and two fifths perches to a chestnut stump, thence South thirty-three and three quarter degrees, East twelve perches; South thirty-six degrees West four perches, South one and one-half degrees, East seventy-two and one half perches to a stone, thence South eighty four and one quarter degrees West fifty and one quarter perches; North thirty-nine and one quarter degrees West twenty-one perches, North thirty one and one half degrees West thirty perches, North Eighty-six and one half degrees West Eighteen perches, thence reversing the second line of a parcel of ground conveyed by Roderick O. Shipley to Stephen Culver in March 1887, North eighteen and one-quarter degrees, West twenty-eight and one third perches to the end of the seventeenth line of the whole lot No. 2, thence bounding on part of the eighteenth line with a correction for variation North twenty-five degrees, West twenty-one and eight tenths perches thence crossing said land and runningNorth forty-five and one half degrees East one hundred and thrity-two perches to the centre of a County road thence in the centre thereof North Eaighty and one

half degrees East fourteen and seven tenths perches, North sixty nine and one-half degrees East six perches to intersect the twentieth line of said Lot No. 2, thence bounding on the twentieth and last line thereof South sixty-six and one half degrees. East six and six tenths perches; South twelve degrees, West seventy-five and one third perches to the place of beginning.

Containing Eighty-six and six tenths __of land more or less.

BEING a part of the land thet was conveyed to Roderick O. Shipley by John Q. A. Jones, Trustee, by deed bearing date September 4th, 1880, and is recorded among the Land Records of Anne Arundel County in S. H. No. 16, folio 323 etc.

TOGETHER with the buildings and improvements thereupon erected made or being, and all and every the rights, alleys, ways, water, privileges appurtenances and advantages to the same belonging or in anywise 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 Robert E. Owens and Katherine Owens, his wife, their assigns, the survivorof them, and the heirs and assigns of the survivor in fee simple.

AND the said Roderick O. Shipley and Annie V. Shipley, his wife, hereby covenant thet they will warrant speciaally the property hereby granted and conveyed, and that they will execute such further assurance s of said land as may be requisite.

WITNESS the hands and seals of the said grantors.

Test: Roderick O. Shipley (Seal)

Cora W. Anderson. Annie V. Shipley (Seal)

State of Maryland,

Anne Arundel County, to wit:

I hereby Certify that on this 11th day of November, 1912, before me the subscriber a Notary Public of the State of Maryland,

in and for Anne Arundel County aforesaid personally appeared Roderick O. Shipley and Annie V. Shipley, his wife, and each acknowledged the aforegoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Cora W. Anderson

(Notary Seal) Notary Public

Recorded 3rd December, 1912.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber G. W. 95, folio 161, one of the Land Records Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 28th day of February, A. D. 1945.

John H. Hartenau 3rd Clerk.

Filed

THIS DEED, made this twenty-first day of September in the year Eighteen Hundred and Ninety-six, by Thomas A. Owens and Emma L. Owens, his wife, of Anne Arundel County, in the State of Maryland.

WITNESSETH: That the said Thomas A. Owens, and Emma L. Owens his wife, for and in consideration of the sum of Five Dollars, and also of other good causes and considerations them thereto moving, do hereby grant and convey in fee simple unto Robert E. Owens son of said Thomas of the County and State aforesaid his heirs and assigns:

ALL those two pieces or parcels of land situated lying and being in the Fourth Election District of Anne Arundel County aforesaid, the first piece or parcel containing Forty Six Acres more or less and the Second piece or parcel containing thirty-four and a half acres of land more or less.

THEY being the same two pieces or parcels of land which are more particularly described by courses and distances, metes and bounds in a deed from Alphonso A. White to said Thomas A. Owens bearing date the tenth day of April in the year 1886 and recorded in Liber S. H. No. 28, folio 224 &c., one of the Land Record Books for Anne Arundel County and on which the said Robert now resides.

TOGETHER with the buildings and improvements thereupon erected made or being and all the rights and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said two pieces or parcels of land and premises above described or 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 Robert E. Owens his heirs and assigns forever.

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AND the said Thomas A. Owens and Emma L. Owens covenant that they will execute such further assurances of said land as may be requisite to the confirming of these presents.

WITNESS the hands and seals of said grantors.

Test: Thomas A. Owens (Seal)

A. R. Harman. E. L. Owens (Seal)

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that on this 21st day of September, in the year Eighteen Hundred and Ninety-six, before the Subscriber a Justice of the Peace of said State in and for Anne Arundel County, aforesaid personally appeared Thomas A. Owens and Emma L. Owens, his wife and severally acknowledged the foregoing deed to be their respective act and deed.

A. R. Harman, J. P.

Recorded 1st of October 1896.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber G. W. No. 3, folio 371, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 28th day of February A. D. 1945.

John H. Hopkins, 3rd. Clerk.

Filed

| | | |
|---|---|---|
| Doris E. C. Owens | * | In the Circuit Court for |
| vs. | * | Anne Arundel County |
| Harry T. Owens and Elmer H. Owens | * | #8847 Equity |
| | * | |

*********

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the Defendant, Harry T. Owens, and his wife, Laura V. Owens, in propria person, and for Answer to the Bill of Complaint in the above cause, they respectfully show:

1. That they admit the allegations contained in said Bill of Complaint.

The Defendant having answered, prays to be hence dismissed, with costs.

And, as in duty bound, etc.

Harry T. Owens

Laura V. Owens

Filed May 26, 1947

LIBER 122 PAGE 445

| | | |
|---|---|---|
| Doris E. C. Owens | * | In the Circuit Court for |
| vs. | * | Anne Arundel County |
| Harry T. Owens and Elmer H. Owens | * | #8847 Equity |
| | * | |

**********

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the Defendant, Elmer H. Owens, and his wife, Miranda Owens, in propria person, and for Answer to the Bill of Complaint in the above cause, they respectfully show:

1. That they admit the allegations contained in said Bill of Complaint.

The Defendant having answered, prays to be hence dismissed, with costs.

And, as in duty bound, etc.

Elmer H. Owens

Miranda Owens

Owens

Filed

| | | |
|---|---|---|
| Doris E. C. Owens | * | In the Circuit Court for |
| vs. | * | Anne Arundel County |
| Harry T. Owens and Elmer H. Owens | * | #8847 Equity |
| | * | |

*********

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Doris E. C. Owens, by Noah A. Hillman, her Solicitor, respectfully shows:

1. That on the 28th day of March, 1945, she filed a Bill of Complaint in the above titled cause in which she prayed for the passing of a decree for the sale of real estate mentioned in these proceedings.

2. That on the 28th day of March, 1945 the Defendants filed their Answers.

3. That all parties are adults.

4. That she sees no necessity for the taking of testimony and believes that the Court should proceed immediately to the appointment of a trustee to make sale of the property and divide the proceeds.

Wherefore, your Petitioner prays the Court to appoint a trustee to make sale of the property mentioned in these proceedings and to divide the proceeds thereof in accordance with the law.

And, as in duty bound, etc.

Doris E. C. Owens

Noah A. Hillman
Solicitor for Petitioner

We hereby assent to the passing of a decree as prayed.

Laura V. Owens

Harry T. Owens

Miranda Owens

Elmer H. Owens

Filed April 3 1945

10

LIBER 122 PAGE 447

| | | |
|---|---|---|
| Doris E. C. Owens, | * | In the |
| Plaintiff | * | Circuit Court |
| vs | * | for |
| Harry T. Owens, et al | * | Anne Arundel County |
| Defendants | * | # 8847 Equity |
| | * | |

***

D E C R E E

The Bill of Complaint, Answers, Petition for Appointment of Trustee and Assent of Defendants thereto being submitted, were by the Court read and considered.

It appearing that the real estate mentioned in these proceedings is not susceptible of division without loss or injury to the parties interested, it is thereupon this 6th day of April, 1945, by the Circuit Court for Anne Arundel County, in Equity.

ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings be sold and that Noah A. Hillman be and he is hereby appointed Trustee to make such sale and the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of Eight Thousand Dollars ( $8000. ), conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by an future order or decree in the premises; he shall proceed to make the said sale, having first given at least three week's previous notice by inserting in some newspaper published in Anne Arundel County or such other notice that he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

A depost of $ 500.00 at time of sale to be required, balance of the purchase money to be paid in cash on the final ratification of such sale by this Court, deferred payment to bear interest at six per cent from day of sale. And if not sold at public sale

11

the said Trustee shall proceed to make sale or sales at either public or private sale, to the best advantage and upon the terms above set forth.

And as soon as may be convenient after any such sale or sales, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, ( and not before ) the said Trustee by a good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of said property to him, her or them, sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale, or sales, and the bonds or other security which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said Trustee as the Court shall think proper to allowin consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Judge

Filed April 2, 1915

12

A STOCK COMPANY — ESTABLISHED 1890

# Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE

LIBER 122 PAGE 449

4749516

KNOW ALL MEN BY THESE PRESENTS:

That we, Noah A. Hillman, Maryland Hotel, Annapolis, Maryland

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND AND NO/100 - - - - - - - - - - - - - - ($8,000.00) - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of April in the year of our Lord one thousand nine hundred and forty-five

WHEREAS, the above bounden Noah A. Hillman 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 Real Estate

mentioned in the proceedings in the case of Doris E. C. Owens

*vs:*

Harry T. Owens & Elmer H. Owens

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Noah A. Hillman

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

*Signed, sealed and delivered in the presence of:*

Noah A. Hillman (SEAL)
Noah A. Hillman

(SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dorothy Wladkowski
Dorothy Wladkowski

By E. V. Shockley
E. V. Shockley, Attorney-in-fact

MD3116—500, 10-39 89468
Trustee's Bond

LIBER 122 PAGE 450

No. 5847 Equity 19....

# Circuit Court

Doris E. C. Owens

vs:

Harry T. Owens & Elmer H. Owens

## TRUSTEE'S BOND

BOND APPROVED this 12" day of April 1945.

John H. Hopkins, 3rd.
Clerk

No.....

Filed April 12 th, 1945.

| | | |
|---|---|---|
| Doris E. C. Owens, | * | |
| Plaintiff | * | In the |
| vs | * | Circuit Court |
| Harry T. Owens and | * | for |
| Elmer H. Owens, | * | Anne Arundel County |
| Defendants | * | No. 8847 Equity |
| | * | |
| | *** | |

To the Honorable, the Judges of said Court.

The Report of Noah A. Hillman, Trustee, appointed by the Court in these proceedings and authorized to make sale of the property therein mentioned, respectfully shows:

That under and by virtue of the decree authorizing sale in these proceedings and after having given at least three weeks notice of the time, place, manner and terms of sale by advertisment in the " Maryland Gazette " , a newspaper printed and published in Anne Arundel County, and by handbills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Tuesday, May 8, 1945 at 11:00 o'clock A.M. and then and there in the presence of a number of persons did proceed to sell at public sale the property mentioned in these proceedings, to wit:

The two following tracts of land:

(1) All that tract of land containing 86.6 acres, more or less, which is fully described in a deed dated November 11, 1912, from Roderick O. Shipley and wife to Robert E. Owens and wife, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 95, folio 161.

(2) Adjoining the above, all that tract of land which originally contained 46 acres, more or less, and which is the first piece of land mentioned in a deed dated September 21, 1896, from Thomas A. Owens and wife to Robert E. Owens, recorded among said Land Records in Liber G. W. No. 3, folio 371; excepting therefrom a one-half acre for burial ground mentioned in said deed and also excepting therefrom a portion containing about 11.9 acres which by deed dated December 4, 1943, was conveyed to John Gertz and wife by Robert E. Owens and wife, thus leaving in said tract about 34 acres, more or less.

Improved by dwelling, 8 large rooms, pantry, sewing room, washroom, store-room, bath, electric lights, furnace heat; two tenant houses, barn and several outbuildings.

TERMS: Both tracts with improvements to be sold as an entirety. A deposit of $ 500.00 to be paid at time of sale. Balance, cash on final ratification by the Court, deferred payment to bear interest at rate of 6 per cent per annum. Taxes to be adjusted as of date of sale.

That he, the said Trustee, sold the same to Harry T. Owens and Laura V. Owens, his wife, at and for the sum of SEVENTY-SEVEN HUNDRED AND FIFTY DOLLARS ( $ 7,750.00 ), they being at that price then and the highest bidder therefor, the said purchasers have paid the deposit of Five Hundred Dollars ($500.00) and have agreed to comply with the terms of sale. The agreement of the purchasers and certificate of the Auctioneer marked Exhibit N. A. H. NO. 1 with Report of Sale is filed herewith.

All of which is respectfully submitted.

Noah A. Hillman

Trustee

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 12 day of May , 1945, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and therein set forth, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

Lillian M Fiore

Notary Public

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LIBER 122 PAGE 453

George W. Scible - - - - - - - - - - - - - - - Auctioneer

Noah A. Hillman, Trustee
Annapolis, Maryland

# TRUSTEE'S SALE

— OF VALUABLE —

# FEE-SIMPLE

# Farm Property

**SITUATE IN THE FOURTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, ON STATE ROAD KNOWN AS RIDGE ROAD, NEAR SEVERN STATION.**

---

The undersigned trustee, under and by virtue of a degree of the Circuit Court for Anne Arundel County, in equity, dated the 6th day of April, 1945, being No. 8847 Equity, will sell at public auction at the Court House door, in the city of Annapolis, Maryland, on

## Tuesday, May 8, 1945

**AT 11:00 O'CLOCK A. M.**

The two following tracts of land:

(1) All that tract of land containing 86.6 acres, more or less, which is fully described in a deed dated November 11, 1912, from Roderick O. Shipley and wife to Robert E. Owens and wife, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 95, folio 161.

(2) Adjoining the above, all that tract of land which originally contained 46 acres, more or less, and which is the first piece of land mentioned in a deed dated September 21, 1896, from Thomas A. Owens and wife to Robert E. Owens, recorded among said Land Records in Liber G. W. No. 3, folio 371; excepting therefrom a one-half acre for burial ground mentioned in said deed and also excepting therefrom a portion containing about 11.9 acres which by deed dated December 4, 1943, was conveyed to John Gertz and wife by Robert E. Owens and wife, thus leaving in said tract about 34 acres, more or less.

Improved by dwelling, 8 large rooms, pantry, sewing room, washroom, storeroom, bath, electric lights, furnace heat; two tenant houses, barn and several outbuildings.

TERMS: Both tracts with improvements to be sold as an entirety. A deposit of $500.00 to be paid at time of sale. Balance, cash on final ratification by the Court, deferred payment to bear interest at rate of 6 per cent per annum. Taxes to be adjusted as of date of sale.

For further particulars, see the undersigned.

NOAH A. HILLMAN, Trustee.

over —

16

I ( we ) hereby certify that I ( we ) have purchased the property described in this hand-bill at and for the sum of seventy seven hundred and fifty Dollars ( $ 7750.00 ) and agree to abide by the terms of sale.

Witness:
Doris E. C. Owens

Harry T Owens (Seal)

Laura V. Owens (SEAL)

I, George W. Scible, Auctioneer, hereby certify that the above named purchasers was the highest bidder for the property described in the foregoing hand-bill and that the same was sold to them by me on the day and at the time mentioned therein.

May 8, 1945

Geo. W. Scible
AUCTIONEER

The undersigned hereby agree that the purchasers may take immediate possession of the premises sold

Doris E. C. Owens

Elmer H Owens

Harry T Owens

( Exhibit N. G. H. No. 1 with Report of Sale )

LIBER 122 PAGE 455

# ORDER NISI

Doris E. C. Owens

versus

Harry T. Owens and
Elmer H. Owens

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 8847 Equity

Ordered, this 12 th day of May —, 1945, That the sale of the property mentioned in these proceedings made and reported by Noah A. Hillman, Trustee Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13 th 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 13 th day of June next.

The report states that the amount of sales to be $ 7,750.00

Filed May 12, 1945

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Doris E. C. Owens

versus

Harry T. Owens and
Elmer H. Owens

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18 th day of June, 1945 that the sale made and reported by the Trustee aforesaid, be and the same is finally 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Filed May 12, 1945

Joseph C. Bay, Jr.
A.J.

18

LIBER 122 PAGE 456

**ORDER NISI**

In the Circuit Court for Anne Arundel County.
No. 8847 Equity

Doris E. C. Owens
vs.
Harry T. Owens and
Elmer H. Owens

Ordered, this 12th day of May, 1945, that the title of the property mentioned in these proceedings, made and reported by Noah A. Tallman, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

13TH 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 13th day of June next.

The report states that the amount of sales to be $7,750.00.

JOHN H. HOPKINS, 3RD, Clerk.

True Copy. Test:

JOHN H. HOPKINS, 3RD, Clerk.

m-31

OFFICE OF

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis, Md., June 16, 1945

We hereby certify, that the annexed

Order Nisi - Sale

Equity #8847

Doris E. C. Owens

vs.

Harry T. Owens

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of June, 1945. The first insertion being made the 17th day of May, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

No. MG 9655

Filed June 13 1945

19

DORIS E. C. OWENS

vs.

HARRY T. OWENS and

ELMER H. OWENS

LIBER 122 PAGE 457

IN THE

# CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
No. 8847 Equity

## STATEMENT OF ~~MORTGAGE~~ JUDGMENT DEBT

In the Matter of

J. MANNS & COMPANY

vs.

ROBERT E. OWENS and
KATHERINE OWENS

No. 1 Trials

October Term, 1940

| | |
|---|---|
| Amount of judgment | $ 408.86 |
| Attorney fee 15% | 61.32 |
| Costs | 12.75 |
| | $ 482.93 |
| Interest on $408.86 for 4 years 9 months | 116.53 |
| | $ 599.46 |

STATE OF MARYLAND, ~~CITY~~ County OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 23rd day of July in the year nineteen hundred and forty-five, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared William G. Schilling, a partner of the firm of J. Manns & Company

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the judgment claim due J. Manns & Company out of the proceeds from the ~~mortgage~~ sale of the property sold in these proceedings.

Virginia Reymann
Virginia Reymann Notary Public
My commission expires May 5, 1947

Filed July 25, 1945

40

*In the Case of*

Doris E. C. Owens

vs.

Harry T. Owens and
Elmer H. Owens

In the

# Circuit Court

For

Anne Arundel County

No. 8847 Equity

*To the Honorable, the Judges of said Court:*

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

October 16, 1945.

All of which is respectfully submitted.

Laura R. Jacklung
Auditor.

Dr. Doris E. C. Owens vs. Harry T. Owens and Elmer H. Owens in ac.

| | | | | |
|---|---|---|---|---|
| To Trustee for Commissions | | | 264 | 60 |
| To Trustee for Court costs, viz: | | | | |
| Plaintiff's Solicitor's fee | 10 | 00 | | |
| Clerk of Court - costs | 18 | 75 | | |
| Auditor - stating this account | 36 | 00 | | |
| | | | 64 | 75 |
| To Trustee for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 24 | 75 | | |
| Capital-Gazette Press - handbills | 5 | 50 | | |
| Capital-Gazette Press - Order Nisi (Sale) | 5 | 00 | | |
| Capital-Gazette Press - Order Nisi (Acct.) | 5 | 00 | | |
| Fidelity & Deposit Co. of Md.-bond premium | 32 | 00 | | |
| George W. Scible - auctioneer's fee | 26 | 00 | | |
| Clerk of Court - certified copies | 3 | 50 | | |
| Clerk of Court - recording mortgage release | | 75 | | |
| One-half Federal revenue stamps | 4 | 40 | | |
| One-half State revenue stamps | 3 | 85 | | |
| Lillian M. Fine - notary fees | 1 | 00 | | |
| | | | 111 | 75 |
| To Trustee for Taxes, viz: | | | | |
| 1944 State & County taxes | 165 | 14 | | |
| 1945 State & County taxes ($136.12-adj.) | 61 | 13 | 226 | 27 |
| To Trustee for Mortgage Liens, viz: | | | | |
| Wm. T. Grieves - mortgage debt | 3,100 | 00 | | |
| Interest from 8/1/44 to 7/1/45 | 142 | 08 | 3,242 | 08 |
| To Trustee for Funeral Expenses, viz: | | | | |
| Wm. J. Tickner & Sons - statutory allowance on acct. claim filed ($317.75) | | | 300 | 00 |
| To Trustee for Costs & Expenses, viz: | | | | |
| Register of Wills - costs | 11 | 35 | | |
| Notice to Creditors | 5 | 00 | | |
| John L. Stieff - appraiser's fee | 15 | 00 | | |
| | | | 31 | 35 |
| To Trustee for Medical Attendance, viz: | | | | |
| Dr. Frank E. Shipley - statutory allowance on acct. claim filed ($115.00) | | | 50 | 00 |
| To Trustee for Preferred Claims, viz: | | | | |
| Baltimore Emergency Crop and Feed Loan Office of Farm Credit Administration - Claim filed | 174 | 43 | | |
| Interest from 11/30/32 to 5/8/45 | 119 | 42 | 293 | 85 |
| National Marine Bank -#202 Trials, January Term, 1933 - judgment claim | | | | |
| Debt (balance) | 805 | 42 | | |
| Interest from 2/27/33 to 5/8/45 | 633 | 04 | | |
| Court costs | 25 | 20 | | |
| Attorney's collection fee | 125 | 00 | | |
| | | | 1,588 | 66 |

| | | | |
|---|---|---|---|
| J. Manns Co. - #1 Trials October Term, 1940 - judgment claim | 408 86 | | |
| Interest from 10/21/40 to 5/8/45 | 108 30 | | |
| Court costs | 12 75 | | |
| Attorney's collection fee | 61 32 | | 591 23 |
| Balance for distribution to unsecured creditors | $1,055.55 | | |
| Distribution at the rate of .61862286 as follows: | | | |
| A. S. Riden & Co. - Judgment #114 Trials January Term, 1933 | | | |
| Debt | $ 484.55 | | |
| Interest from 1/13/33 to 5/8/45 | 358.18 | | |
| Court costs | 8.00 | | |
| Attorney's fee | 48.45 | | |
| Total | $ 899.18 | 556 25 | |
| Citizens National Bank of Laurel - note | | | |
| Principal | $ 350.00 | | |
| Interest from 8/15/44 to 5/8/45 | 15.34 | | |
| Total | $ 365.34 | 226 02 | |
| Farmers National Bank of Annapolis -note | | | |
| Principal | $ 275.00 | | |
| Interest from 12/3/44 to 5/8/45 | 7.10 | 174 51 | |
| | $ 282.10 | | |
| Anne Arundel County Farmers Ass'n - open account | $ 159.67 | 98 77 | 1,055 55 |
| | | | 7,820 09 |

with Noah A. Hillman, Trustee Cr.

| | | | | | | |
|---|---|---|---|---|---|---|
| 1945 | | | | | | |
| May | 8 | Proceeds of Sale | 7,750 | 00 | | |
| | | Interest on deferred payment | 70 | 09 | 7,820 | 09 |
| | | | | | 7,820 | 09 |

10/24/45.
Copy of the within Order nisi Received,
Lizzette,
Per. Mae Carlson

No. 8847 EQUITY
19 No. Docket

IN THE
CIRCUIT COURT
FOR
Anne Arundel County

Doris E. C. Owens
vs.
Harry T. Owens
and
Elmer H. Owens

*Auditor's Report and Account*

Order nisi Oct. 24" 1945
Final order 4 December 1945

Filed Oct. 24" 1945

*ORDER NISI*

Doris E. C. Owens
VERSUS
Harry T. Owens
and
Elmer H. Owens

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 8847 Equity.

ORDERED, This 24 th day of October, 1945, 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 26 th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 th day of November next.

John H. Hopkins, 3rd. Clerk.

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 4th day of December, 1945, 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.

Jan Clark

LIBER 122 PAGE 463

OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

## CERTIFICATE OF PUBLICATION

**ORDER NISI**

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 8817 Equity
Doris E. C. Owens
vs.
Harry T. Owens and Elmer H. Owens

Ordered, this 24th day of October, 1945, that the report and account of the auditor, filed this day in the above entitled cause be ratified and confirmed, unless cause to the contrary be shown on or before the

26TH DAY OF NOVEMBER NEXT;

provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of November next.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy:
Test: JOHN H. HOPKINS, 3rd, Clerk.
11-8

Annapolis, Md., November 28, 1945

We hereby certify, that the annexed

Order Nisi

Doris E. C. Owens

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of November, 1945. The first insertion being made the 25th day of October, 1945

Filed Dec. 1, 1945

THE CAPITAL-GAZETTE PRESS, INC.

NoMG 12909

By G Greve

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| THOMAS W. NELSON AND<br>ANNA M. NELSON, HIS WIFE | : | (In Equity) |

13,406 Equity

Mr. Clerk:

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

1. Certified copy of original Mortgage from said Thomas W. Nelson and Anna M. Nelson, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 62.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1959 SEP 14 AM 11:05

City and County Form.

LIBER 122 PAGE 465
LIBER 1067 PAGE 62

No. 13,406 Equity

# This Mortgage,

Made this 2nd day of October, in the year one thousand, nine hundred and fifty-six, between THOMAS W. NELSON and ANNA M. NELSON, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of SEVENTY-NINE HUNDRED AND NINETY-FIVE ($7995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of FIFTY-SEVEN and 28/100 ($57.28) Dollars, commencing on the first day of December, 1956 and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 3 Block A as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, Folio 12.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company unto said Mortgagors herein.

FILED

1959 SEP 14 AM 11:05

Exhibit A

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable half-yearly on the 2nd. days of April and October, in each and every year.

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....$75.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS:

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

Thomas W. Nelson (SEAL)
THOMAS W. NELSON

(SEAL)

Anna M. Nelson (SEAL)
ANNA M. NELSON

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared THOMAS W. NELSON and ANNA M. NELSON, his wife,

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

AS WITNESS my hand and Notarial Seal.

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

Maurice F. Mackey

MAURICE F. MACKEY, JR. Notary Public.

Rec'd for record Oct. 3 1956 m at 1:06 P.M.
Mailed to Callahan & Calwell

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, THAT the aforegoing photostat is a true copy of a Mortgage as recorded in Liber G.T.C. No.1067 Folio 62, one of the Land Record Books for Anne Arundel County.

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

George T. Cromwell, Clerk

GEORGE T. CROMWELL

LIBER 122 PAGE 469

MILITARY AFFIDAVIT No. 13,406 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of September, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Thomas W. Nelson and Anna M. Nelson, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1959 SEP 14 AM 11:05

1

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THOMAS W. NELSON AND

ANNA M. NELSON, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,406 County

LIBER 122 PAGE 470

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Thomas W. Nelson and Anna M. Nelson, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **2nd** day of **October** 19**56** and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1067** Folio **62** .

| | |
|---|---|
| **Amount of Mortgage** | **$7995.00** |
| **Less - amount paid on principal** | - - - |
| | 7998.31 |
| **Plus - interest to 10/9/59** | 251.97 |
| | 8250.28 |
| **Less - balance in expense account** | 80.01 |
| | 8170.27 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **11th** 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 the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

WITNESS my hand and Notarial seal.

FILED

1959 SEP 14 AM 11:05

Clara M. Link

**Clara M. Link** Notary Public

8

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

# Attorney's Sale

## OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Thomas W. Nelson and Anna M. Nelson, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 62 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Nov. 10th, 1959**
**at 3:20 P. M.**

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

Being known and designated as Lot No. 3 Block A as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, located on the southeasterly side of Lockwood Road.

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

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

The improvements consist of a modern frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air oil fired heat, and carport.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time 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 settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

N-5

LIBER 122 PAGE 471
OFFICE

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1959

We hereby certify, that the annexed

Attorney's Sale

Thomas W. Nelson

Equity 13,406

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of November, 1959. The first insertion being made the 15th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 NOV 5

By H. Tilghman

9

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THOMAS W. NELSON AND

ANNA M. NELSON, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 13,406

LIBER 122 PAGE 472

**AMENDED**

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Thomas W. Nelson and Anna M. Nelson, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **2nd** day of **October** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1067** Folio **62**.

| | |
|---|---|
| **Amount of Mortgage** | $7995.00 |
| **Less - amount paid on principal** | - - - |
| | 7998.00 |
| **Plus - interest to 11/10/59** | 293.30 |
| | 8291.61 |
| **Less - balance in expense account** | .17 |
| | 8291.44 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **5th** 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 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 ANNE ARUNDEL COUNTY, MD.

1959 NOV -7 AM 10:43

Clara M. Link

**Clara M. Link** Notary Public

10

[illegible]Attorney's Bond.

1-369

299147

LIBER 122 PAGE 473
LIBER 10 PAGE 127

**New Amsterdam Casualty Company**

227 ST. PAUL STREET
BALTIMORE, MD

80 JOHN STREET
NEW YORK, N.Y

Equity No. 13,406

# Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland - - - - - - - - - - - - - - - - - - - - - - - - - - as Principal and **NEW AMSTERDAM CASUALTY COMPANY**, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHTY-THREE HUNDRED AND 00/100 ($8300.00) - - - - - - - - - - - - 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 5th - - - - - - - - - - - - - - - - - - - - - - - day of November - - - - - - 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 Thomas W. Nelson and Anna M. Nelson, his wife to the Baltimore Federal Savings & Loan Association, bearing date the 2nd day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1067, Folio 62, and

Lot 3 Block "A" Bodkins Plains, Anne Arundel Co Md.

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

**Now the Conditions of this Obligation are Such,** That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Frick

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

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

**NEW AMSTERDAM CASUALTY COMPANY**

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

FILED

1959 NOV -7 AM 10:43

Bond filed and approved
this 7th day of November 1959
George T. Cromwell Clerk

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY (In Equity) |
| THOMAS W. NELSON AND ANNA M. NELSON, HIS WIFE | : | |

No. 13,406 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 62 from said Thomas W. Nelson and Anna M. Nelson, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Jeffersonian" 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 10th day of November, ~~xx~~ 1959 at 3.20 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 3, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1959 NOV 13 AM 11:10

1v

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

# Attorney's Sale

## OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Thomas W. Nelson and Anna M. Nelson, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 62 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Nov. 10th, 1959**
**at 3:20 P. M.**

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

Being known and designated as Lot No. 3 Block A as shown on a Plat entitled "Secood Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Aruodel County in Plat Book 25 folio 12, located on the southeasterly side of Lockwood Road.

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

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

The improvements consist of a modern frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air oil fired heat, and carport.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctiooeer

N-5

LIBER 122 PAGE 475

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.

Said property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of $90.00, at and for the sum of Sixty-five Hundred ($6500.00) 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 12th 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

# ORDER NISI

LIBER 122 PAGE 476

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
THOMAS W. NELSON and
ANNA M. NELSON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,406 Equity

Ordered, this 13th day of November, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorny Named in Mortgage

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.

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

FILED 1959 NOV 13 AM 11:10

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
THOMAS W. NELSON and
ANNA M. NELSON, his wife

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

ORDERED BY THE COURT, This 22nd 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.

O. Bruce Duckett
JUDGE.

FILED
1959 DEC 22 PM 4:02

14

LIBER 122 PAGE 477 OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,406 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
vs.
THOMAS W. NELSON and ANNA M. NELSON, his wife

Ordered, this 13th day of November, 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 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.

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

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

D-10

No. M.G. 1959 DEC 17 PM 2:17

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14 1959

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,406
Thomas W. Nelson

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 December, 1959. The first insertion being made the 19th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgis

15

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
VS.
Thomas W. Nelson
and
Anna M. Nelson, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,406 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.

Dora R. Fickling
Auditor.

January 11, 1960

FILED
1960 JAN 22 PM 3:20

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Thomas W. Nelson and Anna M. Nelson, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 75 | 00 | | |
| To Attorney for Commissions, viz: | 226 | 43 | 301 | 43 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 29 | 50 | | |
| Auditor - stating this account and two copies | 18 | 00 | 57 | 50 |
| 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 | | |
| New Amsterdam Casualty Co.-bond premium | 33 | 20 | | |
| E.T. Newell & Co., Inc. -auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 3 | 57 | | |
| One-half State documentary stamps | 7 | 15 | | |
| Clara M. Link - notary fees | 1 | 75 | 160 | 67 |
| To Attorney for Ground Rent, viz: Semi-annual ground rent of $45.00 due 4/2/60 - 39 days | 9 | 50 | 9 | 50 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 6,036 | 58 | 6,036 | 58 |
| | | | 6,565 | 68 |
| Amount of mortgage claim filed | 8,291 | 44 | | |
| Cr. Amount allowed above | 6,036 | 58 | | |
| Balance subject to decree in personam | 2,254 | 86 | | |

17

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

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Nov. | 10 | Proceeds of Sale | 6,500 00 | |
| | | Interest on deferred payment to 12/23/69 - 44 days | 47 76 | 6,547 76 |
| | | Refund 1959 State and County taxes ($126.87) - 51 days | 17 92 | 17 92 |
| | | | | 6,565 68 |

*ORDER NISI*

LIBER 122 PAGE 481

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Thomas W. Nelson

and

Anna M. Nelson, his wife

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 13,406 Equity.

ORDERED, This 22nd day of January, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of 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 29th day of February next.

George T. Cromwell, Clerk

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 1st day of March, 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 MAR -1 PM 3:27

Matthew S. Evans

Judge

19

LIBER 122 PAGE 482

OFFICIAL

*Maryland Gazette*

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,406 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
THOMAS W. NELSON and
ANNA M. NELSON, his wife

Ordered, this 22nd day of January, 1960, 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 29th 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 29th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-11

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,406
Auditor Account
Thomas W. Nelson

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of February, 1960. The first insertion being made the 28th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 13509 1960 MAR -1 AM 10:49 By W. Tilghman

20

LIBER 122 PAGE 483

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| PATRICK D. RYAN AND<br>CLAIRE W. RYAN, HIS WIFE | : | (In Equity)<br>Equity No. 13,284 |

Mr. Clerk:

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

1. Original Mortgage from said Patrick D. Ryan and Claire W. Ryan, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1064 folio 453.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1959 JUN 17 AM 10:46

City and County Form.

LIBER 122 PAGE 484
LIBER 1064 PAGE 453

Equity No. 13,284

**This Mortgage,** Made this 24th day of September, in the year one thousand, nine hundred and fifty-six, between PATRICK D. RYAN and CLAIRE W. RYAN, his wife, of the City of Baltimore, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND SIX HUNDRED ($8,600.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

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

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

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

BEING known and designated as Lot No. 10, in Block B, as laid out and shown on a plat entitled, "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County on July 1, 1954, in Plat Book No. 25, folio 12.

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

FILED
1959 JUN 17 AM 10:46

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety Dollars ($90.00), payable half-yearly on the 9th days of February and August in each and every year.

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

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

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

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

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

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

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

WITNESS:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Patrick D. Ryan (SEAL)
Patrick D. Ryan

(SEAL)

Claire W. Ryan (SEAL)
Claire W. Ryan

(SEAL)

4

LIBER 122 PAGE 487

LIBER 1064 PAGE 456

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 24th day of September, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared Patrick D. Ryan and Claire W. Ryan, his wife, the herein named Mortgagors, and they

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

AS WITNESS my hand and Notarial Seal.

Albert G. Fitzgerald
Notary Public.

ALBERT G. FITZGERALD

Rec'd for record Sept 25, 1956 at 12 10 P.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

PATRICK D. RYAN AND
CLAIRE W. RYAN, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

42097
GSP
Ready for fletch

Equity No. 13,284

MILITARY AFFIDAVIT

Docket 18 folio 184

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of June 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Patrick D. Ryan and Claire W. Ryan, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1959 JUN 17 AM 10:46

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

PATRICK D. RYAN AND

CLAIRE W. RYAN, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 13,284

LIBER 122 PAGE 480

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Patrick D. Ryan and Claire W. Ryan, his wife

to Baltimore Federal Savings and Loan Association

dated the 24th day of September 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1064 Folio 453.

| | | |
|---|---|---|
| Amount of Mortgage | | $8600.00 |
| Less - amount paid on principal | | 473.46 |
| | | 8126.54 |
| Plus - interest to 7/1/59 | | 367.11 |
| | | 8493.65 |
| Plus - overdraft in expense account | | 112.86 |
| | | 8606.51 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 12th day of June in the year nineteen hundred and fifty-nine before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

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

WITNESS my hand and Notarial seal.

FILED 1959 JUN 17 4:40 P.M.

Clara M. Link

Clara M. Link Notary Public

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~~Miscellaneous~~ Attorney's Bond.

LIBER 10 PAGE 48

1-369
298598

LIBER 122 PAGE 490

# NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 13,284

## 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

EIGHT THOUSAND, SEVEN HUNDRED AND 00/100 ($8,700.00) 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 16th - - - - - - - - - - - - - - -

day of July - - - - - - 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 Patrick D. Ryan and Claire W. Ryan his wife to the Baltimore Federal Savings & Loan Association

bearing date the 24th day of September nineteen hundred and fifty-six

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1064, Folio 453, and

Lot 10 Block "B" Bodkins Plains Anne Arundel Co Md.

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

**Now the Conditions of this Obligation are Such,** That if the above bounden Walter S. Calwell

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. Trick

~~Attest~~ As to Surety:

M. S. Kraus
M. S. Kraus

Walter T. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Bond filed and approved
this 18th day of July 1959
George T. Cromwell, Clerk

FILED
1959 JUL 18 AM 9:33

8

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

# Attorney's Sale

## OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a a Mortgage from Patrick D. Ryan and Claire W. Ryan, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1064 folio 453 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., July 21st, 1959, At 3:15 P.M. (E.D.T.)**

ALL THAT LEASEHOLD LOT OF GROUND situate and lying in the Third Election District of Anne Arundel County, near Mountain Road—Pasadena Section, and described as follows:

BEING known and designated as Lot No. 10, in Block B, as laid down and shown on a Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

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

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

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

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

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. Newell & Co. Inc.,
Auctioneer

Jy-16

LIBER 122 PAGE 491

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| VS. | : | FOR |
| | : | ANNE ARUNDEL COUNTY |
| PATRICK D. RYAN AND CLAIRE W. RYAN, HIS WIFE | : | (In Equity) |

No. 13284 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1064 folio 453 from said Patrick D. Ryan and Claire W. Ryan, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne 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 21st day of July, 1959 at 3.15 P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being Lot No. 10 in Block B, as laid out and shown on a Plat entitled "Second Revised Plat, Bodkins Plains, dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1959 JUL 24 PM 3:28

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, by adjusted to day of sale.

**The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of $90.00, at and for the sum of 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 22nd day of **July, 1959** before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

# ORDER NISI

LIBER 122 PAGE 493

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
PATRICK D. RYAN and
CLAIRE W. RYAN, his wife

IN THE
## CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 13,284 Equity

Ordered, this 24th day of July, 19 59, That the sale of the Property in these proceedings menticned, 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 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $ 7,000.00

FILED 1959 JUL 24 PM 3:28

True Copy,

George E. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named In Mortgage
versus
PATRICK D. RYAN and
CLAIRE W. RYAN, his wife

IN THE
## CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d 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 -3 PM 12:20

11

OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 122 PAGE 494

## CERTIFICATE OF PUBLICATION

Annapolis, Md., September 2, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,284

Patrick D. Ryan

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 31st day of August, 1959. The first insertion being made the 30th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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**Legal Notice**

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,284 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
versus
PATRICK D. RYAN and
CLARIE W. RYAN, his wife

Ordered, this 24th day of July, 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 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $7,000.00.

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

FILED

No. M. G. 1959 SEP 4 PM 1:46

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
vs.
Patrick D. Ryan
and
Claire W. Ryan, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,284 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. Ackerman
Auditor.

January 22, 1960

FILED
1960 JAN 26 AM 10:50

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Patrick D. Ryan and Claire W. Ryan, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 75 | 00 | | |
| To Attorney for Commissions, viz: | 241 | 54 | 316 | 54 |
| 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 | 47 | 56 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| New Amsterdam Casualty Co.-bond premium | 34 | 80 | | |
| E.T. Newell & Co.,Inc. -auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 3 | 85 | | |
| One-half State documentary stamps | 7 | 70 | | |
| Clara M. Link - notary fees | 1 | 25 | 147 | 16 |
| To Attorney for Ground Rent, viz: Semi-annual ground rent of $45.00 due 8/9/59 - adjusted to 7/21/59 | 40 | 75 | 40 | 75 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 6,552 | 19 | 6,552 | 19 |
| | | | 7,108 | 14 |
| Amount of mortgage claim filed | 8,606 | 51 | | |
| Interest on principal balance of $8,126.54 from 7/1/59 to 7/21/59 - 20 days at 6% | 27 | 09 | | |
| | 8,633 | 60 | | |
| Cr. Amount allowed above | 6,552 | 19 | | |
| Balance subject to decree in personam | 2,081 | 41 | | |

14

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

| 1959 | | | | |
|---|---|---|---|---|
| July | 21 | Proceeds of Sale | 7,000 00 | |
| | | Interest on deferred payment to 9/3/59 | 51 44 | 7,051 44 |
| | | Refund 1959 State and County taxes ($126.87) - 5 months 10 days | 56 70 | 56 70 |
| | | | | 7,108 14 |

15

*ORDER NISI* LIBER 122 PAGE 498

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Patrick D. Ryan

and

Claire W. Ryan, his wife

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 13,284 Equity.

ORDERED, This 26th day of January, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of 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 29th day of February next.

George T. Cromwell, Clerk

1960 FEB 26 PM 10 53

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 1st day of March, 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1960 MAR -1 PM 3:27

Edward L. Evans

Judge

16

OFFICE C

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 122 PAGE 499

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13, 284 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
Versus
PATRICK D. RYAN and
CLAIRE W. RYAN, his wife

Ordered, this 26th day of January, 1960, 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 29th 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 29th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST: -
GEORGE T. CROMWELL, Clerk
F-11

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,284 Auditor Account.

Patrick D. Ryan

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of February, 1960. The first insertion being made the 28th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 13820 1960 MAR -1 AM 10:49 By H. Tilghman

17

LIBER 122 PAGE 500

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT |
| MORTGAGED REAL ESTATE OF | * | FOR |
| GEORGE A. GRIBBLE AND | * | ANNE ARUNDEL COUNTY |
| GENEVIEVE M. GRIBBLE, HIS WIFE | * | NO. 13,489 EQUITY |

**********

ORDER TO DOCKET SUIT

**********

Mr. Clerk:

Please file the original Mortgage in this forclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED

1952 OCT 27 PM 12:0

LIBER 122 PAGE 501
BOOK 872 PAGE 362

No. 13,489 Equity

PURCHASE MONEY

# This Mortgage,

Made this 15th day of October, 1954,

by and between George A. Gribble and Genevieve M. Gribble, his wife - - - - - - - -,

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -64- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 6,400.00 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 that lot of ground, situate, lying and being on the North side of Mountain Road, near Freetown, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a pipe set on the North side of Mountain Road, thence North 23 degrees 48 minutes 40 seconds East, 250.98 feet to an iron pipe, thence South 62 degrees 22 minutes 10 seconds East, 97.05 feet to an iron pipe, thence South 23 degrees 04 minutes West 243.24 feet to an iron pipe set on the North side of Mountain Road, thence North 66 degrees 56 minutes West 100.00 feet to the point of beginning. Containing in all 0.5582 acres of land, more or less.

BEING known as Lot No. 45, as shown on the Plat of Lipins Corner Homes, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 2.

BEING ALSO the same property which the said Mortgagors acquired from Robert E. Schwartz and Lila R. Schwartz, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

FILED

1959 OCT 27 PM 12: 04

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 32.00 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 $ 32.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 6,400.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

George A. Gribble ..... (SEAL)
George A. Gribble

..... (SEAL)

Genevieve M. Gribble ..... (SEAL)
Genevieve M. Gribble

..... (SEAL)

LIBER 122 PAGE 504

BOOK 872 PAGE 365

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of October, 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared **George A. Gribble and Genevieve M. Gribble, his wife** - - - - - - - - - - - - - - - and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared **Joseph D. Groh** - - - - - - - - - - - - - - the - - - President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED. W. KUETHE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Fred. W. Kuethe
Notary Public.

Recorded: Oct. 19, 1954 at 11.40 A.M.

PURCHASE MONEY

**Mortgage**

FROM

GEORGE A. GRIBBLE and GENEVIEVE M. GRIBBLE, his wife

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

MORTGAGE ACCOUNT NO.....

Received for Record 19 Oct. 1954 at 11:40 A.M. and is recorded in Liber J. E. H. No. 872 Fol. 365 Land Records of Anne Arundel County

JOHN H. HOPKINS, Clerk

LAW OFFICE
JOHN DEMYAN, JR.
ANNAPOLIS — GLEN BURNIE
MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary.

By.....
President.

LIBER 122 PAGE 505

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT |
| MORTGAGED REAL ESTATE OF | * | FOR |
| GEORGE A. GRIBBLE AND | * | ANNE ARUNDEL COUNTY |
| GENEVIEVE M. GRIBBLE, HIS WIFE | * | NO. 13489 EQUITY |

**********

STATEMENT OF CLAIM

**********

| | | |
|---|---|---|
| Advanced to Mortgage Loan | | $ 6,400.00 |
| Interest from the 31 st day of August, 1959, to the 30th day of November 1959. | $ 80.25 | 80.25 |
| | | $ 6,480.25 |
| Dues paid to date | | 598.08 |
| Total amount due under Mortgage | | $ 5,882.17 |

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 23rd day of October, 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 OCT 27 PM 12:0[illegible]

FILED

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Judicial 13—Maryland—Mortgagee's or A[illegible]y's Bond (1-55) ⊙

LIBER 122 PAGE 506

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 10 PAGE 137

No. 13,489 Equity

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,

of Glen Burnie, Maryland

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 7,000.00 ), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of November , 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 George A. Gribble & Genevieve M. Gribble, wife to Glen Burnie Savings and Loan Association bearing date the 15th day of October , 19 54 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J. H. H. No. 872 Folio 362

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 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

Howard J. McNamara
Attorney in fact.

1959 NOV 24 [illegible]

Bond approved this 24th day of November 1959
George T. Cromwell, Clerk

7

LIBER 122 PAGE 507

GEORGE SCIBLE - - - - - - - - - - - - - - - - - - - - - - Auctioneer

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, SW
Glen Burnie, Maryland

No. 13489 Equity

# MORTGAGE SALE

OF VALUABLE

# Fee Simple Property

Lot No. 45. as shown on the Plat of Lipins Corner Homes, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 2.

Property located on the North side of Mountain Road, near Freetown, Third Election District of Anne Arundel County, Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from George A. Gribble and Genevieve M. Gribble, his wife, dated October 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 872, folio 362 (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, Maryland, on,

# Tuesday, Nov. 24, 1959

AT 11 O'CLOCK A.M.

All that lot of ground, situate, lying and being on the North side of Mountain Road, near Freetown, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a pipe set on the North side of Mountain Road, thence North 23 degrees 48 minutes 40 seconds East, 250.98 feet to an iron pipe, thence South 62 degrees 22 minutes 10 seconds East, 97.05 feet to an iron pipe, thence South 23 degrees 04 minutes West 243.24 feet to an iron pipe set on the North side of Mountain Road, thence North 66 degrees 56 minutes West 100.00 feet to the point of beginning. Containing in all 0.5582 acres of land, more or less.

BEING known as Lot No. 45, as shown on the Plat of Lipins Corner Homes, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 2.

BEING ALSO the same property which the said Mortgagors acquired from Robert E. Schwartz and Lila R. Schwartz, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

IMPROVEMENTS: Two story frame Cottage.

TERMS OF SALE: A Cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and 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

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

FILED

1959 NOV 24 PM 12:12

9 01

Eq. 13,489

LIBER 122 PAGE 508

November 24, 1959

I hereby certify that I have sold the property as advertised on the reverse side hereof unto the Glen Burnie Savings & Loan Association of Anne Arundel County at and for the sum of $3,000.00; that sum being the highes t figure obtainable at public auction; and do further certify that said sale was fairly made; according to the terms of said sale.

GEORGE SCIBLE
AUCTIONEER

ACCEPTED: GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, a body corporate

By Fred. W. Kuethe
Fred. W. Kuethe
Sec.-Treasurer

FILED

1959 NOV 24 AM 12 12

LIBER 122 PAGE 509

| | | |
|---|---|---|
| IN THE MATTER OF THE | * | IN THE CIRCUIT COURT FOR |
| MORTGAGED REAL ESTATE OF | * | FOR |
| GEORGE A. GRIBBLE AND | * | ANNE ARUNDEL COUNTY |
| GENEVIEVE M. GRIBBLE, HIS WIFE | * | NO. 13489 EQUITY |

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

REPORT OF SALE

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from George A. Gribble and Genevieve M. Gribble, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated October 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 872, folio 362; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, at the Court House Door (Church Circle Entrance) Annapolis, Maryland, **November 24, 1959**, at **11 A.M.** o'clock, and then and there sold the said property to **Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate** at and for the sum of **Three Thousand - - - - - - - - - - - - -** ($ **3,000.00** )Dollars, being at that figure the highest bidder therefor, said property being the following:

All that lot of ground, situate, lying and being on the North side of Mountain Road, near Freetown, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

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1959 NOV 24 PM 12:12.

BEGINNING for the same at a pipe set on the North side of Mountain Road, thence North 23 degrees 48 minutes 40 seconds East, 250.98 feet to an iron pipe, thence South 62 degrees 22 minutes 10 seconds East, 97.05 feet to an iron pipe, thence South 23 degrees 04 minutes West 243.24 feet to an iron pipe set on the North side of Mountain Road, thence North 66 degrees 56 minutes West 100.00 feet to the point of beginning. Containing in all 0.5582 acres of land, more or less.

BEING known as Lot no. 45, as shown on the Plat of Lipins Corner Homes, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 2.

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 $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 24 day of November, 1959; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in

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the Nortgage, and made oath in due form of lwar 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.

James C. Burwell

Notary Public

LIBER 122 PAGE 512

# ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE A. GRIBBLE and ~~vs~~ GENEVIEVE M. GRIBBLE, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,489 Equity

Ordered, this 24th day of November, 19 59, That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage,

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

The report states that the amount of sale was $ 3,000.00

FILED 1959 NOV 24 PM 12:12

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE A. GRIBBLE and ~~vs~~ GENEVIEVE M. GRIBBLE, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of January, 1960, 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
1960 JAN -7 PM 10:37

14

LIBER 122 PAGE 513

OFFI( OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,489

George A. Gribble

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 January, 1960. The first insertion being made the 3rd day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

No. M. G. 12579 1960 JAN -6

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,489 Equity

In the Matter of the Mortgaged Real Estate of
GEORGE A. GRIBBLE, and
GENEVIEVE M. GRIBBLE,
his wife

Ordered, this 24th day of November, 1959, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $3,000.00.

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

*In the Case of*

In the Matter of the Mortgaged
Real Estate
of
George A. Gribble
and
Genevieve M. Gribble, his wife

In the
**Circuit Court**
For
**Anne Arundel County**
No. 13,489 Equity

*To the Honorable, the Judges of said Court:*

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

All of which is respectfully submitted.

Laura K. Dahlmann
Auditor.

January 23, 1960

FILED
1960 JAN 25 PM 12:10

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Dr. In the Matter of the Mortgaged Real Estate of George A. Gribble and Genevieve M. Gribble, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 120 | 54 | 170 | 54 |
| 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 | 80 | 52 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| Speer Publications, Inc. - handbills | 15 | 32 | | |
| U.S. Fidelity & Guaranty Co. - bond premium | 28 | 00 | | |
| George W. Scible - auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 1 | 65 | | |
| One-half State documentary stamps | 3 | 30 | | |
| Clemence C. Burwell - notary fee | | 50 | | |
| Amelia H. Tubman - notary fee | | 50 | 181 | 79 |
| To Attorney for Taxes, viz: 1959 State and County taxes ($37.24) - 10 months 24 days | 33 | 50 | 33 | 50 |
| To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim | 2,580 | 58 | 2,580 | 58 |
| | | | 3,017 | 91 |
| Amount of mortgage claim filed | 5,882 | 17 | | |
| Cr. Amount allowed above | 2,580 | 58 | | |
| Balance subject to decree in personam | 3,301 | 59 | | |

with John Demyan, Jr., Attorney named in Mortgage Cr.

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Nov. | 24 | Proceeds of Sale | 3,000 00 | |
| | | Interest on deferred payment of $2,500.00 to 1/6/60 - 43 days | 17 91 | 3,017 91 |
| | | | | 3,017 91 |

LIBER 122 PAGE 517

*ORDER NISI*

In the Matter of the Mortgaged Real Estate of ~~XXXXXX~~ George A. Gribble and Genevieve M. Gribble, his wife

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 13,489 Equity.

ORDERED, This 25th day of January, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of 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 29th day of February next.

George T. Cromwell

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 1st day of March, 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.

FILED
1960 MAR -1 PM 3:27

William L. Evans
Judge

19

OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 122 PAGE 518

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,489 Equity

In the Matter of the Mortgaged Real Estate of GEORGE A. GRIBBLE and GENEVIEVE M. GRIBBLE, his wife.

Ordered, this 25th day of January, 1960, 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 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, Test:
GEORGE T. CROMWELL, Clerk

F-11

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,489

Auditor Account

George A. Gribble

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of February, 1960. The first insertion being made the 28th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 13817 1960 MAR -1 AM 10:48 By E. V. Wilgis

20

LIBER 122 PAGE 519

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| ALBERT A. SNEAD AND<br>EDITH A. SNEAD, HIS WIFE | : | (In Equity)<br>Equity No. 13,282 |

Mr. Clerk:

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

1. Certified copy of original Mortgage from said Albert A. Snead and Edith A. Snead, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1065 folio 50.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1959 JUN 17 AM 10:38

City and County Form.

LIBER 1065 PAGE 50

Equity No. 13,282

LIBER 122 PAGE 520

**This Mortgage,** Made this 24th day of September, in the year one thousand, nine hundred and fifty-six, between ALBERT A. SNEAD and EDITH A. SNEAD, his wife, of the City of Baltimore, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND SIX HUNDRED ($8,600.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

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

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

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

BEING known and designated as Lot No. 14, in Block B, as laid out and shown on a Plat entitled, "Second Revised Plat, Bodkins Plains" dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County on July 1, 1954, in Plat Book No. 25, folio 12.

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

FILED

1959 JUN 17 AM 10:33

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety Dollars ($90.00), payable half-yearly on the ninth days of February and August in each and every year.

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

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

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

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

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

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

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

WITNESS:

Robert F. Nayden

ROBERT F. NAYDEN

Albert A. Snead (SEAL)

(SEAL)

Edith A. Snead (SEAL)

Edith A. Snead

(SEAL)

LIBER 122 PAGE 523

LIBER 1065 PAGE 53

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 24th day of September, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared Albert A. Snead and Edith A. Snead, his wife, the herein named Mortgagors, and they

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

AS WITNESS my hand and Notarial Seal.

ROBERT F. NAYLEN NOTARY PUBLIC BALTIMORE, MD.

ROBERT F. NAYLEN Notary Public.

Rec'd for record Sept. 26 1956, at 12:32 P.M.

Mailed to Callahan & Calwell

LIBER 122 PAGE 524

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Mortgage as recorded in Liber G.T.C. No. 1065, Folio 50, 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 12th day of June, A.D., 1959.

George T. Cromwell

George T. Cromwell, Clerk

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

---

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ALBERT A. SNEAD AND
EDITH A. SNEAD, HIS WIFE

---

PLAINTIFF'S EXHIBIT "A"

---

LIBER 122 PAGE 525

MILITARY AFFIDAVIT

Equity No. 13,282

Docket 18 folio 183

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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 City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendant s Albert A. Snead and Edith A. Snead, 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

Albert S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1959 JUN 17 AM 10:38

7

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ALBERT A. SNEAD AND

EDITH A. SNEAD, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY LIBER 122 PAGE 526

Equity No. 13,282

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Albert A. Snead and Edith A. Snead, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **24th** day of **September** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1065** Folio **50** .

| | |
|---|---|
| **Amount of Mortgage** | $8600.00 |
| **Less amount paid on principal** | 234.01 |
| | 8365.99 |
| **Plus - interest to 7/15/59** | 397.32 |
| | 8763.31 |
| **Plus - overdraft in expense account** | 10.84 |
| | 8774.15 |

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **15th** day of **June** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

AS WITNESS my hand and Notarial seal.

FILED

1959 JUN 17 AM 10:38

Clara M. Link

**Clara M. Link** Notary Public

8

~~Mortgages and~~ Attorney's Bond.

LIBER 122 PAGE 527

LIBER 10 PAGE 47

1-369

298597

# New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

Equity No - 13,282

## 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 EIGHT THOUSAND, EIGHT HUNDRED AND 00/100 ($8,800.00) 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 16th - - - - - - - - - - - - - - - - day of July - - - - - 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 Albert A. Snead and Edith A. Snead, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 24th day of September nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1065, Folio 50, and

is about to sell the land and premises described in said Mortgage, Lot 14 Block "B" Bodkins Plains, Anne Arundel Co Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

**Now the Conditions of this Obligation are Such,** That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link
~~xxxxx~~ 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 18th day of July 1959
George T. Cromwell, Clerk

FILED
1959 JUL 18 AM 9:33

9

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

# Attorney's Sale

## OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Albert A. Snead and Edith A. Snead, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1065 folio 50 (default having occurred thereunder; the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., July 21st, 1959**
**At 3:30 P.M. (E.D.T.)**

ALL THAT LEASEHOLD LOT OF GROUND situate and lying in the Third Election District of Anne Arundel County, near Mountain Road—Pasadena Section, and described as follows:

BEING known and designated as Lot No. 14, in Block B, as laid down and shown on a Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

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

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

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

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

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. Newell & Co., Inc.,
Auctioneer

jy-16

LIBER 122 PAGE 528

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY (In Equity) |
| ALBERT A. SNEAD AND EDITH A. SNEAD, HIS WIFE | : | No. 13,282 Equity |

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1065 folio 50** from said **Albert A. Snead and Edith A. Snead, his wife** to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in **"The Maryland-Gazette"** a newspaper published in **Anne Arundel** County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the **21st** day of **July, 1959** at **3.30 P.M. (E.D.T.)** attend on the premises and then and there sold the **leasehold** property situate, lying and being in **Anne Arundel** County **being known as Lot No. 14, in Block B, as laid out and shown on a Plat entitled "Second Revised Plat, Bodkins Plains", dated February 1953, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.**

FILED
1959 JUL 24 PM 3:28

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 purchased by Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of $90.00, 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 22nd day of July, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

# ORDER NISI

LIBER 122 PAGE 530

WALTER S. CALWELL,

Attorney named in Mortgage

versus

ALBERT A. SNEAD and

EDITH A. SNEAD, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,282 Equity

Ordered, this 24th day of July, 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 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $ 7,000.00

FILED 1959 JUL 24 PM 3:28
True Copy,

George T. Cromwell, Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

ALBERT A. SNEAD and

EDITH A. SNEAD, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2d 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 -3 PM 12:13

1v

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

# Attorney's Sale

## OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Albert A. Snead and Edith A. Snead, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1065 folio 50 (default having occurred thereunder: the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., July 21st, 1959**
**At 3:30 P.M. (E.D.T.)**

ALL THAT LEASEHOLD LOT OF GROUND situate and lying in the Third Election District of Anne Arundel County, near Mountain Road—Pasadena Section, and described as follows:

BEING known and designated as Lot No. 14. in Block B. as laid down and shown on a Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

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

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

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

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

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. Newell & Co., Inc.,
Auctioneer

jy-16

OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 122 PAGE 531

## CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Attorney's Sale

Equity No. 13,282

Albert A. Snead

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of July, 1959. The first insertion being made the 24th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

13

LIBER 122 PAGE 532

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. 13,282 Equity
WALTER S. CALWELL, Attorney named in Mortgage
versus
ALBERT A. SNEAD and EDITH A. SNEAD, his wife

Ordered, this 24th day of July, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Atorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $7,000.00.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., September 2, 1959

We hereby certify, that the annexed

Order Nisi

Eq. 13,282

Albert A. Snead

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 31st day of August, 1959. The first insertion being made the 30th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

SEP -2 PM 1:45

No. M. G. 10 295A5

14

LIBER 122 PAGE 533

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage
vs.
Albert A. Snead
and
Edith A. Snead, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,282 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.

January 22, 1960

Laura K. Jacklin
Auditor.

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1960 JAN 26 AM 10:15

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Albert A. Snead and Edith A. Snead, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 75 | 00 | | |
| To Attorney for Commissions, viz: | 241 | 51 | 316 | 51 |
| 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 | 47 | 56 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| New Amsterdam Casualty Co.- bond premium | 35 | 20 | | |
| E.T. Newell & Co.,Inc. -auctioneer's fee | 25 | 00 | | |
| One-half State documentary stamps | 7 | 70 | | |
| One-half Federal documentary stamps | 3 | 85 | | |
| Clara M. Link - notary fees | 1 | 25 | 147 | 56 |
| To Attorney for Ground Rent, viz: Semi-annual ground rent of $45.00 due 8/9/59 - adjusted to 7/21/59 | 40 | 50 | 40 | 50 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 6,550 | 55 | 6,550 | 55 |
| | | | 7,106 | 62 |
| Amount of mortgage claim filed | 8,774 | 15 | | |
| Interest on principal balance of $8,365.99 - 6 days @ 6% | 8 | 37 | | |
| | 8,782 | 52 | | |
| Cr. Amount allowed above | 6,550 | 55 | | |
| Balance subject to decree in personam | 2,231 | 97 | | |

16

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

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| July | 21 | Proceeds of Sale | 7,000 00 | |
| | | Interest on deferred payment to 9/3/59 | 50 27 | 7,050 27 |
| | | Refund 1959 State and County taxes ($126.87) - 5 months 10 days | 56 35 | 56 35 |
| | | | | 7,106 62 |

**ORDER NISI**

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Albert A. Snead
and
Edith A. Snead, his wife

In the
# CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,282 Equity.

ORDERED, This 26th day of January, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of 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 29th day of February next.

1960 FEB 26 PM 12:15

George T. Cromwell, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 1st day of March, 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 [redacted] apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1960 MAR -2 AM 9:55

Benjamin Nicholson
Judge.

LIBER 122 PAGE 537

OFFICE F

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,282 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
Versus
ALBERT A. SNEAD and
EDITH A. SNEAD, his wife

Ordered, this 26th day of January, 1960, 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 29th 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 29th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-11

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,282

Auditor Account

Albert A. Snead

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of February, 1960. The first insertion being made the 28th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. ---------- 1960 MAR -1 AM 10:48 By H. Hilgemann

19

| | | |
|---|---|---|
| WALTER A. DAVIS and<br>MARY L. DAVIS, his wife<br>2039 Dorsey Road<br>Glen Burnie, Maryland<br><br>vs.<br><br>JOHN R. HANCOCK<br>3706 Seventh Street<br>Baltimore, Maryland, and<br>CATHERINE VERONICA LEE<br>519 Stanford Road<br>Baltimore, Maryland, and<br>ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN LOTS NOS. 3-4-5-8-9-10-11-12-13-14-15-16-17-20-21-22 and 23 in Block "F", Crystal Springs Park, Fifth Election District, Anne Arundel County, Maryland | * | IN THE CIRCUIT COURT<br><br>FOR<br><br>ANNE ARUNDEL COUNTY<br><br>NO. 13497, EQUITY |

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, complaining, say:

1. That on or about October 20, 1959, the Certificates of Tax Sale attached hereto were issued by Edward M. Dunn, Jr., successor to C. Albert Hodges and Joseph H. Pepper, Collectors of Taxes for the State of Maryland and the County of Anne Arundel in accordance with the provisions of Section 99 of Article 81 of the Annotated Code of Maryland, 1957 Edition, and were duly assigned to your Orators by the County Commissioners of Anne Arundel County, and said certificates are prayed to be taken as a part hereof.

2. That the said properties mentioned in said certificates are described as follows:

Certificate No: 2828

All those certain Lots of ground situate in the Fifth Election District of Anne Arundel County designated as Lots Nos. 8 and 9 in Block "F" on a Plat of Crystal Springs Park, being the identical lots of ground described less particularly in said Certificate, and being the same property which was conveyed by Sarah Lee, widow to John R. Hancock by Deed dated April 10, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 64, folio 263. On October 14, 1935, the date of the Collector's Sale, the said lots of ground were assessed to John R. Hancock and were in fact owned by him on that date. According to the Land Records, the Equity Records and the Orphan's Court Records of Anne Arundel County, the title to said property is still vested in said person, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $31.48.

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1959 OCT 29 PM 3:17

Certificate No. 2829

All those certain lots of land situate in the Fifth Election District of Anne Arundel County designated as Lots Nos 3-4-5-10-11-12-13-14-15-16-17-20-21-22 and 23 in Block "F" on a Plat of Crystal Springs Park, being a part of the identical property described less particularly in said Certificate, and being a part of the same property which was conveyed by Sarah Lee, widow, to Catherine Veronica Lee by Deed dated January 21, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 141. On October 11, 1937, the date of the Collector's Sale, the said lots of ground were assessed to Catherine V. Lee and were in fact owned by her on that date. According to the Land Records, the Equity Records and the Orphan's Court Records of Anne Arundel County, the title to said property is still vested in said person, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $63.75.

3. That the aforesaid properties have not been redeemed by any party in interest, although more than one year and one day from the date of the sale has expired.

4. The Plaintiffs pray for an Order of Publication directed to all parties in interest in the properties described herein.

5. To redeem the properties it is necessary for the Defendants to pay the sums as set out after the description of each property, with interest from the date of each respective sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiffs, and any reimbursement due the Plaintiffs under Sections 93 and 111 of Article 81 of the Annotated Code of Maryland, (1957 Edition) and amendments thereto.

TO THE END, THEREFORE,

(a) That this Honorable Court may pass a final decree foreclosing all rights of redemption of the Defendants and of all persons claiming by, through or under them, in and to the properties described herein.

(b) And for such other and further relief as their case may require.

Walter A. Davis

Walter A. Davis

Mary L. Davis

Mary L. Davis

Plaintiffs

John H. Hopkins, IV
Attorney for Plaintiffs
15 School Street
Annapolis, Maryland
Tel. CO 3-3551

2

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter A. Davis and Mary L. Davis, Plaintiffs in the foregoing Bill of Complaint, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Bertha Hood

Bertha Hood Notary Public

LIBER 122 PAGE 541 , No. 13,497 Equity

# Nº 2828 CERTIFICATE OF TAX SALE

I Edward M. Dunn Jr. Successor to C. Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14 1935, I sold to G. A. Co. Comm. at public auction for the sum of 31 48 Dollars and ..... Cents, of which 31 48 Dollars has been paid as a deposit on the property in District 5 described as Lots no 8-9 Block F as shown on the plat of Crystal Spring Park, G. A. Co. and assessed to John K. Fancuck

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1936 a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 20th day of October 1959

Edward M. Dunn Jr.
Collector

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 5th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian A. Carter
Notary Public.

My Commission Expires May 1, 1961

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1959 NOV -3 PM 3:21

4

5

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale No. 2828 unto Walter A. Davis and Mary L. Davis, his wife.

WITNESS the signature of Frank W. Wilde, President of County Commissioners of Anne Arundel County, a body corporate, attested by its clerk, this day of October, 1959.

Attest:

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

Lucy Loskosky
Lucy Loskosky, Clerk

LIBER 122 PAGE 543 No. 13,497 Equity

# Nº 2829 CERTIFICATE OF TAX SALE

Edward M. Dean 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 G. A. Co. Inc. at public auction for the sum of 63 75/xx Dollars and ____ Cents, of which 63 25/xx Dollars has been paid as a deposit on the property in District 5 described as 32 9/10 Acres, situated at Crystal Springs, G. A. Co.

and assessed to Katherine V. Lee

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 20th day of October 1959

Edward M. Dean
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 21 day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland in and for Anne Arundel County, personally appeared, Edward M. Dean, 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 P. Carter
Notary Public.

My Commission Expires May 1, 1961

1959 NOV -3 P.M. 3:21

6

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in Lots Nos. 3, 4, 5 - 10 to 17, Inclusive and 20 to 23, Inclusive in Block "F" at Crystal Springs Park, being a part of the property mentioned in the foregoing Certificate of Tax Sale No. 2829, unto Walter A. Davis and Mary L. Davis, his wife.

WITNESS the signature of Frank W. Wilde, President of County Commissioners of Anne Arundel County, a body corporate, attested by its clerk, this day of October, 1959.

ATTEST:

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, PRESIDENT

Lucy Loskosky, Clerk

LIBER 122 PAGE 545

| | | |
|---|---|---|
| WALTER A. DAVIS and<br>MARY L. DAVIS, his wife<br>2039 Dorsey Road<br>Glen Burnie, Maryland<br><br>vs.<br><br>JOHN R. HANCOCK<br>3706 Seventh Street<br>Baltimore, Maryland, and<br>CATHERINE VERONICA LEE<br>519 Stanford Road<br>Baltimore, Maryland, and<br>ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN LOTS NOS. 3-4-5-8-9-10-11-12-13-14-15-16-17-20-21-22 and 23 in Block "F", Crystal Springs Park, Fifth Election District, Anne Arundel County, Maryland | * | IN THE CIRCUIT COURT<br><br>FOR<br><br>ANNE ARUNDEL COUNTY<br><br>NO. 13,497, EQUITY |

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners of Anne Arundel County and by mesne assignment to the Plaintiffs in these proceedings:

1. Lots Nos. 8 and 9 in Block "F" shown on a Plat of Crystal Springs Park, Fifth Election District, Anne Arundel County, Maryland. Being the same property which was conveyed by Sarah Lee, widow to John R. Hancock by Deed dated April 10, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 64, folio 263.

2. Lots Nos. 3-4-5-10-11-12-13-14-15-16-17-20-21-22 and 23 in Block "F" as shown on a Plat of Crystal Springs Park, Fifth Election District, Anne Arundel County, Maryland. Being a part of the same property which was conveyed by Sarah Lee, widow, to Catherine Veronica Lee by Deed dated January 21, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 141.

The Bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day from the date of the sale has expired.

IT IS THEREUPON this 3rd day of ~~October~~ November, 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 (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the 14th day of

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8

January, 1960, and redeem the properties and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiffs a title, free and clear of all encumbrances.

George T. Cromwell

Clerk

9

John H. Hopkins, IV, Atty.

**In The Circuit Court**
**For**
**Anne Arundel County**
**No. 13,497 Equity**

WALTER A. DAVIS and MARY L. DAVIS, his wife, 2039 Dorsey Rd., Glen Burnie, Maryland.

vs.

JOHN R. HANCOCK, 3706 7th St., Baltimore, Maryland, and CATHERINE VERONICA LEE, 519 Stanford Rd., Baltimore, Maryland, and ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN LOTS NOS. 3-4-5-8-9-10-11-12-13-14-15-16-17-20-21-22- and 23 in Block "F", Crystal Springs Park, Fifth Election District, Anne Arundel County, Maryland.

# Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners of Anne Arundel County and by mesne assignment to the Plaintiffs in these proceedings:

1. Lots Nos. 8 and 9 in Block "F" shown on a Plat of Crystal Springs Park, Fifth Election District, Anne Arundel County, Maryland. Being the same property which was cooveyed by Sarah Lee, widow to John R. Hancock by Deed dated April 10, 1930, and recorded among the Land Records of Anoe Arundel County in Liber F.S.R. No. 64, folio 263.

2. Lots Nos. 3-4-5-10-11-12-13-14-15-16-17-20-21-22 and 23 in Block "F" as shown on a Plat of Crystal Springs Park, Fifth Electioo District, Anne, Arundel County, Maryland. Being a part of the same property which was conveyed by Sarah Lee, widow, to Catherine Veronica Lee by Deed dated January 21, 1932, and recorded among the Land Records of Anoe Arundel County in Liber F.S.R. No. 96, folio 141.

The Bill states, among other thiogs, that the amounts necessary for redemption have not been paid although more than a year aod a day from the date of the sale has expired.

IT IS THEREUPON this 3rd day of November, 1959, by the Circuit Court for Anne Arundel Couoty, in Equity, ORDERED that notice be given by the losertioo of a copy of this ORDER in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons loterested in said property to be and appear in this Court by the 14th day of January, 1960, and redeem the properties and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all right of redemption in the property and vesting in the Plaintiffs a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

D-3

OFFICE OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 122 PAGE 547

# CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1959

We hereby certify, that the annexed

Order of Publication

No. 13,497

Walter A. Davis

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 14th day of January, 1960. The first insertion being made the 12th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 DEC 10 By H. Tilghman

10

LIBER 122 PAGE 548

| | | |
|---|---|---|
| WALTER A. DAVIS and MARY L. DAVIS, his wife | * | IN THE CIRCUIT COURT |
| | * | |
| | | FOR |
| vs. | * | |
| | * | ANNE ARUNDEL COUNTY |
| JOHN R. HANCOCK and CATHERINE VERONICA LEE, et al | * | NO. 13,497, EQUITY |

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

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

JOHN H. HOPKINS, IV, Solicitor for the Plaintiffs herein, does hereby certify that on the 10th day of November, 1959, he caused a copy of the Bill of Complaint and the Order of Publication in the above titled cause to be mailed by registered mail, return receipt requested, to the Defendants named in this cause at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the aforementioned registered letters were returned marked, "Unclaimed."

He further certifies that he has checked the Orphan's Court Records of Anne Arundel County, the telephone directories of Anne Arundel County and the City of Baltimore, and he is unable to locate the Defendants, John R. Hancock and Catherine Veronica Lee, or a record of their Estate; that he does not have any other addresses for the said Defendants, nor does he know the names or addresses of their heirs, if any, of the said Defendants, if they may be deceased, nor has he any way of ascertaining same.

He further certifies that he searched the Land, Equity, Law and Register of Wills Records of Anne Arundel County as required by Section 101 of Article 81 of the Annotated Code of Maryland, 1951 Edition, and that the parties Defendant in this proceeding are the only parties having an interest in the properties mentioned in said cause as shown by said Records and disclosed by said search.

WITNESS the hand and seal of the affiant this 27th day of January, 1960.

J. Hopkins IV (SEAL)
John H. Hopkins, IV
Solicitor for Plaintiffs

SUBSCRIBED AND SWORN to before me this 27th day of January, 1960.

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1960 JAN 28 AM 9:52

Nicholas J. Fotos, Notary Public

11

WALTER A. DAVIS and MARY L. DAVIS, his wife

vs.

JOHN R. HANCOCK and CATHERINE VERONICA LEE, et al

LIBER 122 PAGE 549

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,497, EQUITY

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

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued in these proceedings having been duly published in the MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, Maryland, and the Defendants, John R. Hancock and Catherine Veronica Lee, their heirs at law and other persons having or claiming to have any interest in the properties which are the subject matter of these proceedings, having failed to appear in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 28th day of January, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, John R. Hancock and Catherine Veronica Lee, their heirs at law and those claiming by, through or under them, and all persons having or claiming to have any interest in the properties which are the subject matter of these proceedings.

Matthew S. Crowe
Judge

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1960 JAN 29 AM 10:51

13,

LIBER 122 PAGE 550

WALTER A. DAVIS and
MARY L. DAVIS, his wife

vs.

JOHN R. HANCOCK and
CATHERINE VERONICA LEE, et al

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,497, EQUITY

* * * * * * * * * * *

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity of redemption of tax sale property.

It is, thereupon, this 1st day of March, 1960, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, John R. Hancock and Catherine Veronica Lee, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, 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 and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiffs.

3. That, upon payment to him of the balances, if any, due, on the purchase price of said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

Walter L. Evans
Judge

FILED

1960 MAR -1 PM 3:29

13

LIBER 122 PAGE 551

| | | |
|---|---|---|
| WALTER R. HARDISTY<br>Larkins' Hundred<br>Edgewater, Maryland | * | IN THE |
| vs. | * | |
| SHELDON LAMAR HARRIS and<br>ORLANDO HARRIS<br>R.F.D. 2, Box 536, Annapolis, Maryland<br>MARTHA E. L. WARNICK, A/K/A<br>MARTHA WARNICK JOHNSON<br>29 Washington Street, Annapolis, Maryland<br>and HARRY E. JOHNSON, her husband<br>542 W. Lanvale Street, Baltimore, Maryland<br>VIVIAN W. UPCHURCH and<br>ELIZABETH UPCHURCH HYLAND<br>1510 Eastway, Glen Burnie, Maryland<br>JAMES S. DIGGS<br>Waterbury, Maryland<br>ANNA DIGGS<br>Waterbury, Maryland<br>M. EARL BURDETTE and<br>DOROTHY A. BURDETTE, his wife<br>1918 21st Place, S.E., Washington, D. C.<br>AND ALL OTHER PERSONS HAVING OR CLAIMING<br>TO HAVE ANY INTEREST IN THE PROPERTIES<br>DESCRIBED IN THIS BILL OF COMPLAINT. | * | CIRCUIT COURT<br>FOR<br>ANNE ARUNDEL COUNTY<br>NO. 13,463 EQUITY |

* * * * * * * * * * * * * * * * * * 18-285

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. That on or about October 14, 1957, the Certificates of Tax Sale attached hereto were issued to the Plaintiff by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County, in accordance with the provisions of Section 83, Article 81 of the Annotated Code of Maryland, 1957 Edition, and said Certificates are prayed to be taken as a part hereof.

2. That the property mentioned in said Certificates is described as follows:

Certificate No. A-3485-

All that certain lot of ground situate in the Third Election District of Anne Arundel County containing 6.738 acres, more or less, being the identical lots of ground described less particularly in said Certificate, and being a part of the same land which was conveyed by William Barnes and wife to Orlando Harris and Sheldon Lamar Harris, as joint tenants, by Deed dated February 18, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 904, folio 500. On October 14, 1957, the date of the Collector's Sale, the said land herein described was assessed to "Sheldon L. -O. Harris", whose last known address was R.F.D. 2, Box 536, Annapolis, Maryland, and was in fact owned by them on that date. According to the Land Records,, the Equity Records and the Orphans Court Records for Anne Arundel County, the title to said property is still vested in said persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $31.54.

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1959 OCT 13 AM 11:49

Certificate No. A-3476-

All that certain lot of ground situate in the Sixth Election District of Anne Arundel County, the improvements thereon being known as No. 29 Washington Street, Annapdis, Maryland, being the identical lot of ground described less particularly in said Certificate, and being the identical lot of ground described in a Deed dated November 15, 1934, and recorded among the aforesaid Land Records in Liber F.A.M. No. 138, folio 544, from Thomas O. Gott, Trustee to Martha E. L. Warnick, et al, etc., On October 14, 1957, the date of the Collector's Sale, the said lot of ground herein described was assessed to "Martha E. L. Warnick, et al", whose last known address was 29 Washington Street, Annapolis, Maryland, and was in fact owned by Martha E. L. Warnick, who had intermarried with Harry E. Johnson, on that date. According to the Land Records, the Equity Records and the Orphans Court Records of Anne Arundel County,, the title to said property is still vested in said person, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of sale was $73.52.

Certificate No. A-3402-

All that certain lot of ground situate in the Third Election District of Anne Arundel County and designated as Lot No. 11, Block F.F. as shown on Plat No. 4, Cape St. Claire, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No.21, Page 47. Being the identical lot of ground described less particularly in said Certificate, and being the same lot of ground which was conveyed by The River Bay Company to Vivian W. Upchurch and Elizabeth Upchurch Hyland by Deed dated May 7, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 832, folio 114. On October 14, 1957, the date of the Collector's Sale, the said lot of ground herein described was assessed to "V. W. Upchurch-Elizabeth Upch Hyland", whose last known address was 1510 Eastway, Glen Burnie, Maryland, and was in fact owned by them on that date. According to the Land Records, the Equity Records and the Orphans Court Records of Anne Arundel County, the title to said property is still vested in said persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $27.14.

Certificate No. A-3416-

All that certain lot of ground situate in the Second Election District of Anne Arundel County at Waterbury containing 1/4 of an acre, more or less, as particularly described in a Deed from Jane B. Cotton, et al to Anna Diggs, recorded among the aforesaid Land Records on November 19, 1925, in Liber W.M.B. No. 18, folio 73. Being the identical lot of ground described less particularly in said Certificate and being the same lot of ground which was conveyed by Joseph H. Griscom, Treasurer, et al to James S. Diggs by Deed dated May 15, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. 683, folio 467. On October 14, 1957, the date of the Collector's Sale, the said lot of ground herein described was assessed to "James S. Diggs", whose last known address was Waterbury, Maryland, and was in fact owned by him on that date. According to the Land Records, the Equity Records and the Orphans Court Records of Anne Arundel County, the title to said property is still vested in said person, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $87.15.

Certificate No.A-3479-

All those certain lots of ground situate in the Seventh Election District of Anne Arundel County and designated as Lots Nos. 12 and 13 in Block No. 20, as shown on a Plat of Avalon Shores, duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 48. Being the identical lots of ground less particularly described in said Certificate, and being the same lots of ground which were conveyed by Annie E. Nalley, widow, to M. Earl Burdette and Dorothy A. Burdette, his wife by Deed dated March 11, 1953, and recorded among the aforesaid Land Records in Liber J.H.H. No. 743, folio 372. On October 14, 1957, the date of the Collector's Sale, the said lots of ground herein described were assessed to "M. Earl

and Dorothy A. Burdette," whose last known address was 1918 21st Place, S.E., Washington, D. C., and were in fact owned by them on that date. According to the Land Records, the Equity Records and the Orphans Court Records of Anne Arundel County, the title to said property is still vested in said persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $81.26.

3. That said properties have not been redeemed by any party in interest, although more than one year and one day from the date of the sale has expired.

4. The Plaintiff prays for an Order of Publication directed to all parties in interest in the various properties, herein described.

5. To redeem the properties it is necessary for the Defendants to pay the sums as set out after the descriptions of each property, with interest from October 14, 1957, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff, and any reimbursement due the Plaintiff under Sections 93 and 111 of Article 81 of the Annotated Code of Maryland (1957 Edition) and amendments thereto.

TO THE END, THEREFORE,

(a) That this Honorable Court may pass a final decree foreclosing all rights of redemption of the Defendants and of any persons claiming by, through or under them, in and to the properties described herein.

(b) And for such other and further relief as his case may require.

Walter R. Hardisty

Walter R. Hardisty, Plaintiff

John H. Hopkins, IV
Attorney for Plaintiff
15 School Street
Annapolis, Maryland
Tel. COlonial 3-3551

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter R. Hardisty, Plaintiff in the foregoing Bill of Complaint, and he made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

KATHLEEN L. WOELFEL NOTARY PUBLIC ANNE ARUNDEL CO.

Kathleen L. Woelfel

Kathleen L. Woelfel, Notary Public

LIBER 122 PAGE 554

Inspector OK

8.36
10-4-8-23
6-48
18-1

A 3479

# CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
*County Treasurer*
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Walter R. Hurdisty at public auction for the sum of 90 Dollars and no Cents, of which 81.26 Dollars has been paid as a deposit on the property in District 7 described as Lots 12-13 Blk 20 J.H.H. 743 372 24X100 Exc. Imps as shown on plat of Avalon Shores. LU-1-1369

S.E.

and assessed to Earle M & D.A. Burdette 1918-21 A Place

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

Witness my hand and seal, this 14 day of Oct 1957

Wrote 10/17/58

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 4, 1959

FILED
1959 OCT 13 AM 11 49

4

Inspected 7/28/5 House burned

LIBER 122 PAGE 555

A 3416

# CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
*County Treasurer*
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Walter R. Hardisty at public auction for the sum of 100 Dollars and 00 Cents, of which 87.15 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot. 25 acre Supp Blk 685 situated M. Waterbury to St. Stevens Church Rd (East side Waterbury Rd) Assessment < Land 100 Imp: 16.0 35 yrs old.

and assessed to Jas. S. Diggs - Waterbury Md.

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

Witness my hand and seal, this 14 day of Oct 1957

Wrote 10/17/58

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 4, 1959

FILED
1959 OCT 13 AM 11:49

Adjacent to Eleanor Whithall & John Wesley Church

Tax sale 52 from Jos. Griscom

5

LIBER 122 PAGE 556

A 3402

# CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
*County Treasurer*
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Walter R Hardisty at public auction for the sum of 27 Dollars and 14 Cents, of which 27.14 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 11 75X120 Blk FF as shown on the Plat of Cape St. Claire

and assessed to Vissan W + Elizabeth Nyschurch

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

Witness my hand and seal, this 14 day of Oct 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Louing
Notary Public.

My Commission Expires May 4, 1959

John C. North wrote the Treasurer re the purchaser of this certificate. Wants to purchase cert. to clear title.

FILED
1959 OCT 13 [illegible]

6

LIBER 122 PAGE 557

A 3476

# CERTIFICATE OF TAX SALE

Many rept redemn. Will not pay administration fee

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Walter R. Hardisty at public auction for the sum of 100 Dollars and 00 Cents, of which 73.52 Dollars has been paid as a deposit on the property in District 6 described as Lot Imps Blk 31 situated Nr 29 Washington St.

Next to church

Inspection 1/26/59

(Martha W. Johnson daughter) Wash St. Annapolis, Md 29

Warrnick?

and assessed to Martha E. L. Warnick Et al.

No phone

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

Witness my hand and seal, this 14 day of Oct 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 4, 1959

FILED

1959 OCT 13 AM 11:49

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LIBER 122 PAGE 558

Will not redeem

# A 3485 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
*County Treasurer*
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Walter R. Hardesty at public auction for the sum of 450 Dollars and 00 Cents, of which 31.54 Dollars has been paid as a deposit on the property in District 3 described as 6.738 acres situated on Skidmore (ES. Yorktown) (Blk 125) JHH 904-500 Ass't 675.

and assessed to O. & Sheldon Harris Box 536 RFD 2 Annapolis Md.

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

Witness my hand and seal, this 14 day of Oct 1957

Wrote 1/19/59

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 4, 1959

FILED
1959 OCT 13 AM 11:49

8

LIBER 122 PAGE 559

| | | |
|---|---|---|
| WALTER R. HARDISTY<br>Larkins' Hundred<br>Edgewater, Maryland | * | IN THE |
| vs. | * | |
| SHELDON LAMAR HARRIS and<br>ORLANDO HARRIS<br>R.F.D. 2, Box 536, Annapolis, Maryland<br>MARTHA E. L. WARNICK, A/K/A<br>MARTHA WARNICK JOHNSON<br>29 Washington Street, Annapolis, Maryland<br>and HARRY E. JOHNSON, her husband<br>542 W. Lanvale Street, Baltimore, Maryland<br>VIVIAN W. UPCHURCH and<br>ELIZABETH UPCHURCH HYLAND<br>1510 Eastway, Glen Burnie, Maryland<br>JAMES S. DIGGS<br>Waterbury, Maryland<br>ANNA DIGGS<br>Waterbury, Maryland<br>M. EARL BURDETTE and<br>DOROTHY A. BURDETTE, his wife<br>1918 21st Place, S.E., Washington, D. C.<br>AND ALL OTHER PERSONS HAVING OR CLAIMING<br>TO HAVE ANY INTEREST IN THE PROPERTIES<br>DESCRIBED HEREAFTER IN THIS ORDER OF<br>PUBLICATION. | * | CIRCUIT COURT<br>FOR<br>ANNE ARUNDEL COUNTY<br>NO. 13463, EQUITY |

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

1. All that certain lot of ground situate in the Third Election District of Anne Arundel County containing 6.738 acres, more or less. Being a part of the same land which was conveyed by William Barnes and wife to Orlando Harris and Sheldon Lamar Harris, as joint tenants, by Deed dated February 18, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 904, folio 500.

2. All that certain lot of ground situate in the Sixth Election District of Anne Arundel County, the improvements thereon being known as No. 29 Washington Street, Annapolis, Maryland. Being the identical lot of ground described in a Deed dated November 15, 1934, and recorded among the aforesaid Land Records in Liber F.A.M. No. 138, folio 544, from Thomas O. Gott, Trustee to Martha E. L. Warnick, et al, etc.

3. All that certain lot of ground situate in the Third Election District of Anne Arundel County and designated as Lot No. 11, Block F.F. as shown on Plat No. 4, Cape St. Claire, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 21, Page 47. Being the same lot of ground which was conveyed by The River Bay Company to Vivian W. Upchurch and Elizabeth Upchurch Hyland by Deed dated May 7, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 832, folio 114.

FILED

1959 OCT 13 AM 11:57

4. All that certain lot of ground situate in the Second Election District of Anne Arundel County at Waterbury containing 1/4 of an acre, more or less, as particularly described in a Deed from Jane B. Cotton, et al to Anna Diggs, recorded among the aforesaid Land Records on November 19, 1925, in Liber W.M.B. No. 18, folio 73. Being the same lot of ground which was conveyed by Joseph H. Griscom, Treasurer, et al to James S. Diggs by Deed dated May 15, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. 683, folio 467.

5. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County and designated as Lots Nos. 12 and 13 in Block No. 20, as shown on a Plat of Avalon Shores, duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 48. Being the same lots of ground which were conveyed by Annie E. Nalley, widow, to M. Earl Burdette and Dorothy A. Burdette, his wife by Deed dated March 11, 1953, and recorded among the aforesaid Land Records in Liber J.H.H. No. 743, folio 372.

The Bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS, THEREUPON, this 13th day of October, 1959, by the Circuit Court for Anne Arundel County, ORDERED: That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, before the 24th day of December, 1959, warning all persons interested in the said properties to be and appear in this Court on or before the 24th day of December 1959, and redeem the said properties described in these proceedings 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 Plaintiff a title free and clear of all encumbrances.

George T. Cromwell

Clerk

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LIBER 122 PAGE 561 OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13, 1959

We hereby certify, that the annexed

Order of Publication

Eq. 13,463

Sheldon Lamar Harris

(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 24th day of December, 1959. The first insertion being made the 22nd day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

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**In The Circuit Court For Anne Arundel County**
**No. 13,463 Equity**

WALTER R. HARDISTY, Larkins' Hundred, Edgewater, Md.

vs.

SHELDON LAMAR HARRIS and ORLANDO HARRIS, R.F.D. 2, Box 536, Annapolis, Md.
MARTHA E. L. WARNICK, A/K/A
MARTHA WARNICK JOHNSON, 29 Washington St., Annapolis, Md. and HARRY E. JOHNSON, her husband, 542 W. Lanvale St., Baltimore, Md.
VIVIAN W. UPCHURCH and ELIZABETH UPCHURCH HYLAND, 1510 Eastway, Glen Burle, Md.
JAMES S. DIGGS, Waterbury, Md.
ANNA DIGGS, Waterbury, Md.
M. EARL BURDETTE and DOROTHY A. BURDETTE, his wife, 1918 21st Pl., S.E., Washington, D. C.
AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTIES DESCRIBED HEREAFTER IN THIS ORDER OF PUBLICATION.

## Order Of Publication

The object of this proceeding is to secure the foreclosing of all rights of redemption in the following properties situate in Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

1. All that certain lot of ground situate in the Third Election District of Anne Arundel County containing 6.738 acres, more or less. Being a part of the same land which was conveyed by William Barnes and wife to Orlando Harris and Sheldon Lamar Harris, as joint tenants, by Deed dated February 18, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 904, folio 500.

2. All that certain lot of ground situate in the Sixth Election District of Anne Arundel County, the improvements thereon being known as No. 29 Washington Street, Annapolis, Maryland. Being the identical lot of ground described in a Deed dated November 15, 1934, and recorded among the aforesaid Land Records in Liber F.A.M. No. 138, folio 544, from Thomas O. Gott, Trustee to Martha E. L. Warnick, et al, etc.

3. All that certain lot of ground situate in the Third Election District of Anne Arundel County and designated as Lot No. 11, Block F.F. as shown on Plat No. 4 Cape St. Claire, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 21, Page 47. Being the same lot of ground which was conveyed by The River Bay Company to Vivian W. Upchurch and Elizabeth Upchurch Hyland by Deed dated May 7, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 832, folio 114.

4. All that certain lot of ground situate in the Second Election District of Anne Arundel County at Waterbury containing ¼ of an acre, more or less, as particularly described in a Deed from Jane B. Cotton, et al to Anna Diggs, recorded among the aforesaid Land Records on November 19, 1925, in Liber W.N.B. No. 18, folio 73. Being the same lot of ground which was conveyed by Joseph H. Griscom, Treasurer, et al to James S. Diggs by Deed date May 15, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. 683, folio 467.

N 16 11 9:47

3. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County and designated as Lots Nos. 12 and 13 in Block No. 20, as shown on a Plat of Avalon Shores, duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 48. Being the same lots of ground which were conveyed by Annie E. Nalley, widow, to M. Earl Burdette and Dorothy A. Burdette, his wife by Deed dated March 11, 1953, and recorded among the aforesaid Land Records in Liber J.H.H. No. 743, folio 372.

The Bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS, THEREUPON, this 13th day of October, 1959, by the Circuit Court for Anne Arundel County. ORDERED: That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, before the 24th day of December, 1959, warning all persons interested in the said properties to be and appear in this Court on or before the 24th day of December, 1959, and redeem the said properties described in these proceedings 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 Plaintiff a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
N-12

LIBER 122 PAGE 563

| | | |
|---|---|---|
| WALTER R. HARDISTY | * | IN THE CIRCUIT COURT |
| | * | |
| VS. | * | FOR |
| | * | |
| SHELDON LAMAR HARRIS and ORLANDO HARRIS, et al | * | ANNE ARUNDEL COUNTY |
| | * | |
| | * | NO. 13,463, EQUITY |

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

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendants, Sheldon Lamar Harris and Orlando Harris may redeem the property described in Tax Sale Certificate No. A-3485 filed in these proceedings:

| | | |
|---|---|---|
| To be paid to the County Treasurer of Anne Arundel County for 1956-57 Taxes, interest and cost | $32.66 | |
| For 1958 Taxes | 15.92 | |
| For 1959 Taxes | 15.25 | |
| For 1960 Taxes | 15.99 | |
| Interest to Purchaser | 2.50 | $ 82.32 |
| Clerk of Court, proportionate share costs | | 13.00 |
| Proportionate share of advertising | | 25.20 |
| Title Examination and Attorneys fee | | 75.00 |
| | | $195.52 |

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Attorney for Plaintiff

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

FILED
1960 JAN 27 AM 11:04

LIBER 122 PAGE 564

**ORDER OF COURT**

UPON the aforegoing Stipulation, it is this 27th day of January, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. A-3485 are:

| | | |
|---|---|---|
| To be paid to the County Treasurer of Anne Arundel County for 1956-57 Taxes, interest and cost | $32.66 | |
| For 1958 Taxes | 15.92 | |
| For 1959 Taxes | 15.25 | |
| For 1960 Taxes | 15.99 | |
| Interest to Purchaser | 2.50 | $ 82.32 |
| Clerk of Court, proportionate share costs | | 13.00 |
| Proportionate share of advertising | | 25.20 |
| Title Examination and Attorneys fee | | 75.00 |
| | | $195.52 |

Matthew S. Grason
Judge

FILED
1960 JAN 28 AM 10:55

13

LIBER 122 PAGE 565

| | | |
|---|---|---|
| WALTER R. HARDISTY | * | |
| | * | |
| vs. | * | IN THE CIRCUIT COURT |
| | * | |
| MARTHA E. L. WARNICH, A/K/A MARTHA WARNICK JOHNSON and HARRY E. JOHNSON, her husband | * | FOR |
| and | * | |
| | * | ANNE ARUNDEL COUNTY |
| VIVIAN W. UPCHURCH and ELIZABETH UPCHURCH HYLAND | * | |
| | * | |
| JAMES S. DIGGS | * | NO. 13,463, EQUITY |
| ANNA DIGGS | * | |
| | * | |
| M. EARL BURDETTE and DOROTHY A. BURDETTE, his wife | * | |
| AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTIES DESCRIBED IN THESE PROCEEDINGS. | * | |
| | * | |

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

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

JOHN H. HOPKINS, IV, Solicitor for the Plaintiff herein, does hereby certify that on the 14th day of October, 1959, he caused a copy of the Bill of Complaint and the Order of Publication in the above titled cause to be mailed by Certified Mail, return receipt requested, to the Defendants named in this cause at their last known Post office addresses, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the aforementioned Certified letters were returned and receipts received as follows:

To Martha E. L. Warnick, A/K/A, Martha Warnick Johnson, a receipt dated October 15, 1959, signed "Mrs. M. W. Johnson"

To Harry E. Johnson, a receipt not dated, signed "Harry E. Johnson by Joseph Sheppard"

To Mrs. Vivian W. Upchurch, the receipt dated October 15, 1959, signed "Mrs. Vivian W. Upchurch"

To Elizabeth Upchurch Hyland, the letter marked "Gone over 2 yrs"

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To James S. Diggs, a receipt dated October 16, 1959, signed "James S. Diggs by Eleanor Butler"

To Anna Diggs, a receipt dated October 21, 1959, signed "Anna Diggs by Eleanor Butler"

To M. Earl Burdette and Dorothy A. Burdette, a receipt dated October 24, 1959, signed "Mr. & Mrs. M. Burdette by Dorothy Burdette"

He further certifies that he has checked the Orphan's Court Records of Anne Arundel County, the telephone directories of Anne Arundel County and the City of Baltimore, and he is unable to lcate the Defendant, Elizabeth Upchurch Hyland, or a record of her Estate; that he does not have any other addresses for the said Defendant, nor does he know the names or addresses of her heirs, if any, if they may be deceased, nor has he any way of ascertaining same.

He further certifies that he searched the Land, Equity, Law and Register of Wills Records of Anne Arundel County as required by Section 101 of Article 81 of the Annotated Code of Maryland, 1951 Edition, and that the parties Defendant in this proceeding are the only parties having an interest in the properties mentioned in said cause as shown by said Records and disclosed by said search.

WITNESS the hand and seal of the affiant this 29th day of January, 1960.

John H. Hopkins, IV (SEAL)
Solicitor for Plaintiff

SUBSCRIBED AND SWORN to before me this 29th day of January, 1960.

Nicholas J. Fotos, Notary Public

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LIBER 122 PAGE 567

| | | |
|---|---|---|
| WALTER R. HARDISTY | * | |
| | * | |
| vs. | * | IN THE CIRCUIT COURT |
| | * | |
| SHELDON LAMAR HARRIS and ORLANDO HARRIS | * | FOR |
| MARTHA E. L. WARNICK, A/K/A MARTHA WARNICK JOHNSON and HARRY E. JOHNSON, her husband | * | |
| and | * | ANNE ARUNDEL COUNTY |
| VIVIAN W. UPCHURCH and ELIZABETH UPCHURCH HYLAND | * | NO. 13,463, EQUITY |
| JAMES S. DIGGS | * | |
| ANNA DIGGS | * | |
| M. EARL BURDETTE and DOROTHY A. BURDETTE, his wife | * | |
| AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTIES DESCRIBED IN THESE PROCEEDINGS. | * | |
| | * | |

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

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued in these proceedings having been duly published in the MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, Maryland, and the Defendants, Martha E. L. Warnick, A/K/A, Martha Warnick Johnson and Harry E. Johnson, her husband, Vivian W. Upchurch, Elizabeth Upchurch Hyland, James S. Diggs, Anna Diggs, M. Earl Burdette and Dorothy A. Burdette, his wife, their heirs at law and other persons having or claiming to have any interest in the properties which are the subject matter of these proceedings, having failed to appear in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 30th day of January, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Martha E. L. Warnick, A/K/A, Martha Warnick Johnson and Harry E. Johnson, her husband, Vivian W. Upchurch, Elizabeth Upchurch Hyland, James S. Diggs, Anna Diggs, M. Earl Burdette and Dorothy A. Burdette,

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his wife, their heirs at law and those claiming by, through or under them, and all persons having or claiming to have any interest in the properties which are the subject matter of these proceedings.

Judge

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LIBER 122 PAGE 569

| | | |
|---|---|---|
| WALTER R. HARDISTY | * | |
| | * | |
| vs. | * | |
| SHELDON LAMAR HARRIS and ORLANDO HARRIS | * | IN THE CIRCUIT COURT |
| MARTHA E. L. WARNICK, A/K/A MARTHA WARNICK JOHNSON and HARRY E. JOHNSON, her husband | * | FOR |
| and | * | |
| VIVIAN W. UPCHURCH and ELIZABETH UPCHURCH HYLAND | * | ANNE ARUNDEL COUNTY |
| JAMES S. DIGGS | * | NO. 13,463, EQUITY |
| ANNA DIGGS | * | |
| M. EARL BURDETTE and DOROTHY A. BURDETTE, his wife | * | |
| AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTIES DESCRIBED IN THESE PROCEEDINGS. | * | |
| | * | |

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

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity of redemption of tax sale property.

It is, thereupon, this 3rd day of March, 1960, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, Martha E. L. Warnick, A/K/A, Martha Warnick Johnson and Harry E. Johnson, her husband, Vivian W. Upchurch, Elizabeth Upchurch Hyland, James S. Diggs, Anna Diggs, M. Earl Burdette and Dorothy A. Burdette, his wife, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, 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 and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiffs.

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3. That, upon payment to him of the balances, if any, due, on the purchase price of said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County sahll execute a deed conveying said properties to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

O. Bowie Duckett

Judge

LIBER 122 PAGE 571

| | | |
|---|---|---|
| WALTER S. CALWELL,<br>Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| ROBERT R. KEPPEL AND<br>VIVIENNE JUNE KEPPEL, HIS WIFE | : | (In Equity) |

No. 13,437 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 said Robert R. Keppel and Vivienne June Keppel, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1163 folio 382.

Walter S. Calwell,
Attorney Named in Mortgage

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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.

LIBER 1163 PAGE 382

MARYLAND

LIBER 122 PAGE 572

# MORTGAGE

No. 13,437 Equity

THIS MORTGAGE, made this 1st day of November, A. D. 19 57, by and between ROBERT R. KEPPEL AND VIVIENNE JUNE KEPPEL, 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 ELEVEN THOUSAND THREE HUNDRED FIFTEEN AND 00/100ths Dollars ($11,315.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum ( 4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-SEVEN AND 34/100ths Dollars ($ 57.34), commencing on the first day of January, 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 ~~[illegible]~~ October 31, 1987, ~~[illegible]~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 10, Block P, as shown on "First Revision of Revised Plat of Country Club Estates, Section #5" by John W. Boutwell, Jr., Registered Surveyor, dated January 11, 1956, recorded in Plat Book 30, folio 12. The improvements thereon being known as 17 Elm Drive.

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

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* 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 appurtenanees 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 eolleet and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attaehed to or used in eonnection with the premises herein described [illegible]

TO HAVE AND TO HOLD the above deseribed property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars payable half-yearly on the 1st days of May and November in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performanee of all conditions and stipulations mentioned herein and upon the full payment of the prineipal debt seeured hereby, and the interest thereon, and all moneys advaneed or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in aeeordanee 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 prineipal 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 eovenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby seeured due and payable. Failure to exercise this option shall not eonstitute 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 or Walter S. Calwell, 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:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Robert R. Keppel [SEAL]
Robert R. Keppel

[SEAL]

Vivienne June Keppel [SEAL]
Vivienne June Keppel

[SEAL]

---

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 1st day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Robert R. Keppel and Vivienne June Keppel, 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.

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public

Rec'd for record Nov. 2 1957 at 11:30 A.M.
Mailed to The Colonial Title Guarantee Co.

ation No. 45991
n by DAE Examiner
ed by
for Record

IN THE CIRCUIT COURT
FOR
BALTIMORE COUNTY

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ROBERT R. KEPPEL AND
VIVIENNE JUNE KEPPEL,
his wife

PLAINTIFF'S EXHIBIT "A"

LIBER 122 PAGE 576

No. 13,437 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of September 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Robert R. Keppel and Vivienne June Keppel, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

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WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ROBERT R. KEPPEL AND

VIVIENNE JUNE KEPPEL, HIS WIFE

IN THE

LIBER 122 PAGE 577

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,437 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Robert R. Keppel and Vivienne June Keppel, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **1st** day of **November** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1163** Folio **382** .

| | |
|---|---|
| **Amount of Mortgage** | **$11,315.00** |
| **Less - amount paid on principal** | **151.41** |
| | **11,163.59** |
| **Plsu - interest to 10/28/59** | **420.10** |
| | **11,583.69** |
| **Plus - overdraft in expense account** | **182.72** |
| | **11,766.41** |

+ 13 days int. @ 4½ %

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **25th** 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 the City** of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association**

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

AS WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE MD.

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SEP 30 1959 AM 11:31

Clara M. Link

**Clara M. Link** Notary Public

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

# Attorney's Sale

## OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Robert R. Keppel and Vivienne June Keppel, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1163 folio 382 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Nov. 10th, 1959 at 3 P. M.**

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Estates, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 10, Block P, as shown on "First Revision of Revised Plat of Country Club Estates, Section No. 5" by John W. Boutwell, Jr., Registered Surveyor, dated January 11, 1956, recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 12; the improvements whereon are known as No. 17 Elm Drive.

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.

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants and—or Utility Agreements of record, affecting the property.

Improved by a new frame and brick cottage, containing 8 rooms (3 bedrooms) 2 baths, hot water baseboard heat, built in garage.

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

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

N-5

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OFFICE

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1122 PAGE 578

## CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1959

We hereby certify, that the annexed

Attorney's Sale

Robert R. Keppel

Equity No. 13,437

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of November, 1959. The first insertion being made the 15th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 NOV -6 PM

By W. Tilghman

8

Mortgagee's Attorney's Bond.

1-369

LIBER 122 PAGE 579

# NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 128

427 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

299148

Equity No - 13,437

## 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, EIGHT HUNDRED AND 00/100 ($11,800.00) - - - - - - - - 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 5th - - - - - - - - - - - - - - - - day of November 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 Robert R. Keppel and Vivianne June Keppel his wife to the Baltimore Federal Savings and Loan Association bearing date the 1st day of November nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1163, Folio 382, and 17 Elm Drive - Anne Arundel County - Maryland is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

Attest: 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
R.H.Nichols Attorney-in-Fact

FILED
1959 NOV -7 AM 10:43

Bond filed and approved this 7th day of November 1959
[illegible] Clk

9

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

# Attorney's Sale

## OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Robert R. Keppel and Vivienne June Keppel, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1163 folio 382 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Nov. 10th, 1959 at 3 P. M.**

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Estates, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 10, Block P, as shown on "First Revision of Revised Plat of Country Club Estates, Section No. 5" by John W. Boutwell, Jr., Registered Surveyor, dated January 11, 1956, recorded among the Land Records of Anne Arundel County Plat Book 30 folio 12; the improvements whereon are known as No. 17 Elm Drive.

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.

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants and—or Utility Agreements of record, affecting the property.

Improved by a new frame and brick cottage, containing 8 rooms (3 bedrooms) 2 baths, hot water baseboard heat, built in garage.

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

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

N-

| | | |
|---|---|---|
| WALTER S. CALWELL, Attorney Named in Mortgage | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY (In Equity) |
| ROBERT E. KEPPEL AND VIVIENNE JUNE KEPPEL, HIS WIFE | : | |
| | : | No. 13,437 Equity |

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 1st, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1163 folio 382 from said Robert E. Keppel and Vivienne June Keppel, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Jeffersonian" 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 10th day of November, ~~xx~~ 1959 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 10, Block P, as shown on "First Revision of Revised Plat of Country Club Estates, Section #5" by John W. Boutwell, Jr., Registered Surveyor, dated January 11, 1956, recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 12, the improvements whereon are known as No. 17 Elm Drive; more particularly and at length described in the aforementioned Mortgage; and in the attached advertisement of sale.

FILED
1959 NOV 13 AM 11:10

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 BaltimoreFederal Savings and Loan Association, subject to the payment of an annual ground rent of $120.00, at and for the sum of Twelve Thousand ($12,000.00) 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 12th 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.

NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

LIBER 122 PAGE 582

# ORDER NISI

WALTER S. CALWELL,
Attorney named in Mortgage

versus

ROBERT E. KEPPEL and
VIVIENNE JUNE KEPPEL, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,437 Equity

Ordered, this 13th day of November, 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 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.

The report states that the amount of sale was $12,000.00

FILED 1959 NOV 13 AM 11:10

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

ROBERT E. KEPPEL and
VIVIENNE JUNE KEPPEL, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd 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.

O. Bowie Duckett
JUDGE.

FILED

1959 DEC 22 PM 4:02

17

~~Mortgagee~~ Attorney's Bond.

LIBER 10 PAGE 135

I-369

LIBER 122 PAGE 583

NEW AMSTERDAM CASUALTY COMPANY

221 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

No. 13,437 Equity

299148

ADDITIONAL BOND

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

Sealed with our seals, and dated this 16th day of November 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 Robert R. Keppel and Vivienne June Keppel, his wife to the Baltimore Federal Savings& Loan Association bearing date the 1st day of November nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1163, Folio 382, and

17 Elm Drive Anne Arundel County - Md.

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

**Now the Conditions of this Obligation are Such,** That if the above bounden Walter S. Calwell

~~es~~

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

Signed, Sealed and Delivered
in the presence of

Clara M. Leith

~~Attest~~ As to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Additional Bond approved
this 16th day of November 1959.
George T. Cromwell, Clerk

1959 NOV 19

LIBER 122 PAGE 584

OFFI OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,437 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
vs.
ROBERT E. KEPPEL and VIVIENNE JUNE KEPPEL, his wife

Ordered, this 13th day of November, 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 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.

The report states that the amount of sale was $12,000.00.

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,437 Robert E. Keppel 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 December, 1959. The first insertion being made the 19th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12 1959 DEC 14 PM 2:47

By H. Tilghman

14

LIBER 122 PAGE 585

*In the Case of*

Walter S. Calwell,
Attorney named in Mortgage

vs.

Robert R. Keppel

and

Vivienne June Keppel, his wife

In the

# Circuit Court

For

Anne Arundel County

No. 13,437 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.

January 26, 1960

FILED
1960 JAN 28 PM 12:26

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Robert R. Keppel and Vivienne June Keppel, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 392 | 65 | 442 | 65 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 29 | 50 | | |
| Auditor - stating this account | 13 | 50 | 53 | 00 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 66 | 52 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| New Amsterdam Casualty Co. -bond premium | 47 | 20 | | |
| E.T. Newell & Co.,Inc. -auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 6 | 60 | | |
| One-half State documentary stamps | 13 | 20 | | |
| Clara M. Link - notary fees | 1 | 25 | 186 | 77 |
| To Attorney for Ground Rent, viz: Semi-annual ground rent of $60.00 due 5/1/60 - adjusted to 11/10/59 -10 days | 3 | 30 | 3 | 30 |
| To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 11,431 | 53 | 11,431 | 53 |
| | | | 12,117 | 25 |
| Amount of mortgage claim filed | 11,766 | 41 | | |
| Interest on principal balance of $11,163.59 from 10/28/59 to 11/10/59 - 13 days @ 4½% | 18 | 14 | | |
| | 11,784 | 55 | | |
| Cr. Amount allowed above | 11,431 | 53 | | |
| Balance subject to decree in personam | 353 | 02 | | |

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

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Nov. | 10 | Proceeds of Sale | 12,000 00 | |
| | | Interest on deferred payment to 12/23/59 | 88 18 | 12,088 18 |
| | | Refund 1959 State and County taxes ($205.21) - 51 days | 29 07 | 29 07 |
| | | | | 12,117 25 |

LIBER 122 PAGE 388

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Robert R. Keppal

and

Vivienne June Keppel, his wife

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 13,437 Equity.

ORDERED, This 28th day of January, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of March next.

George T. Cromwell

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 8th day of March, 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 MAR -8 AM 11:37

O. Bowie Duckett

Judge

18

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,437 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
ROBERT R. KEPPEL and
VIVIENNE JUNE KEPPEL, his wife

Ordered, this 28th day of January, 1960. 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 7th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of March next.

GEORGE T. CROMWELL, Clerk

TRUE COPY TEST:

GEORGE T. CROMWELL, Clerk

F-18

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 26, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,437

Auditor Account

Robert R. Keppel

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 March, 1960. The first insertion being made the 4th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAR -1 AM 10:48

No. M. G. 13,432

19

LIBER 122 PAGE 589

ARCHEY C. NEW, ASSIGNEE
--PLAINTIFF

VS.

FREDRICK G.COATES, and
MARGARET L.COATES, his wife,
--DEFENDANTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY.

13,471 Equity

Mr.George T.Cromwell, Clerk:-

Please docket the above-entitled case and file the accompanying Mortgage from Fredrick G.Coates and Margaret L.Coates, his wife, to the Cedar Building and Loan Association, Inc., dated April, 1, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No.747, folio 436, and the Assignment of the said Mortgage to Archey C.New, dated October, 13, 1959, and recorded among the Land Records aforesaid in Liber J.H.H.No. 747, folio 439 , on the property known and designated as Lot No.1, as shown on the Plat of the Subdivision of the George Eldridge Property, recorded among the Land Records aforesaid in Plat Book No.19, Page 40 (formerly Plat Cabinet 3, Rod E-9, Plat No.1), the improvements whereon are known as No.317 Cherry Lane.

Archey C. New
(Archey C.New)
Assignee of Mortgage

Archey C. New
(Archey C.New)
Attorney for Assignee

FILED
1959 OCT 15 PM 1:06

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 122 PAGE 590 LIBER 747 PAGE 436 No. 13,472 Equity

**THIS MORTGAGE,** Made this 1st day of April,

in the year nineteen hundred and fifty-three by and between FREDRICK G.COATES and MARGARET L.COATES, his wife,

Mortgagors of the City of Baltimore in the State of Maryland, of the first part, and the CEDAR BUILDING AND LOAN ASSOCIATION, INC., a body corporate of the State of Maryland, duly incorporated, , Mortgagee , of the second part:

**Whereas,** the said Mortgagors, being members of the said body corporate, have received therefrom an advance of Seven Thousand Dollars ($7,000.00) on Seventy (70) shares of stock, being a part of the purchase-money for the property hereinafter described, the due execution of this Mortgage having been a condition precedent to the granting of the said advance,

**Now this Mortgage Witnesseth,** that in consideration of the premises and of the sum of One Dollar, the said FREDRICK G. COATES and MARGARET L.COATES, his wife,

do grant and convey unto the said CEDAR BUILDING AND LOAN ASSOCIATION, INC., its successors ~~heirs~~ and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING known and designated as Lot No.1 (one), as shown on the Plat of the Sub-division of the George Eldridge Property, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Plat No.1. The improvements thereon being now known as No.317 Cherry Lane.

BEING the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records aforesaid immediately prior hereto was granted and assigned by The Belle Grove Corporation unto the said Mortgagors herein.

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

TO HAVE and TO HOLD the said lot of ground and premises unto and to the use of the said CEDAR BUILDING AND LOAN ASSOCIATION, INC., its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal thereof from time to time forever, subject to the payment of the annual rent of Ninety Dollars ($90.00) in equal half-yearly installments on the 9th days of February and August in each and every year.

And the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, do hereby covenant with the said Mortgagee, its

2

successors and assigns, to pay the said advance, with interest to accrue thereon at six per cent (6%) per annum, in monthly installments of Fifty Dollars and Twenty-Five Cents ($50.25), accounting from the date hereof, to be applied first to interest on the unpaid balance, and the remainder to principal until the said mortgage debt is paid in full: also to pay all taxes, water rent, ground rent, other public dues and charges, rent and assessments for which the property hereby mortgaged and the mortgage debt hereby secured may become liable when payable, and the insurance upon the said property, and for the purpose of paying said taxes, ground rent, other public dues and charges, and the insurance thereon, the said Mortgagors do hereby covenant to pay to the said Mortgagee the further sum of Sixteen Dollars and Fifty Cents ($16.50) monthly, which the said Mortgagee shall apply from time to time to the payment of said taxes, ground rent, other public dues and charges, and the insurance thereon, with the understanding that should said sum so paid in any year during the continuance of this Mortgage be not sufficient to pay the said taxes, ground rent, other public dues and charges, and the insurance thereon, that the said Mortgagors will, on demand, pay the difference to the 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 the said property, then such excess shall be credited by the Mortgagee on the principal, interest and fines due on the 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, which by-laws are hereby made a part hereof.

And this Mortgage shall also secure future advances to be made at the Mortgagee's option, not to exceed in the aggregate the sum of Five Hundred Dollars ($500.00) as provided by and in pursuance of Chapter 923, of the laws of Maryland, passed at the January session in the year 1945, and any supplements, amendments and re-enactments thereto.

And it is further agreed that in case the said Mortgagors cease to own, sell, transfer, or otherwise 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 payable, and in default of payment, this Mortgage may be foreclosed.

~~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~~

~~heirs and assigns, forever.~~

Provided, that if the said Mortgagors, their heirs,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of SEVEN THOUSAND ..... dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its successors personal representatives, or assigns or Archey C.New, the duly authorized Attorney or Agent

of the said Mortgagee, its successors personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors 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, its successors ~~personal representatives~~ or assigns, or Archey C. New, its or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Seven Thousand ..... dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors ~~executors, administrators~~ or assigns, to the extent of its or their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

TEST:

Archey C. New
(ARCHEY C. NEW)

Fredrick G. Coates [SEAL]
(FREDRICK G.COATES)

Margaret L. Coates [SEAL]
(MARGARET L.COATES)

[SEAL]

LIBER 747 PAGE 439

State of Maryland, CITY OF BALTIMORE, ss:

I Hereby Certify, that on this 1st day of April in the year one thousand nine hundred and fifty-three before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared FREDRICK G. COATES and MARGARET L.COATES, 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 C.BRADDOCK JONES, President of the said Cedar Building and Loan Association, Inc., the above-named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Archey C. New
(ARCHEY C. NEW) --NOTARY PUBLIC

Recorded-8th-April-1953-at-9:00-A.M.

4

SHORT ASSIGNMENT

LIBER 122 PAGE 593

From CEDAR BUILDING AND LOAN ASSOCIATION, INC.

to ARCHEY C. NEW

Received for Record this 27th day of October 1959, and recorded in Liber G.T.C. ___ folio ___, among the Land Records of Anne Arundel County.

Clerk

FOR VALUE RECEIVED, the CEDAR BUILDING AND LOAN ASSOCIATION, INC. does hereby assign the within mortgage to Archey C. New.

WITNESS the hand of C.Braddock Jones, President of the said body-corporate and the corporate seal thereof, this 13TH day of October, 1959.

CEDAR BUILDING AND LOAN ASSOCIATION, INC.

ATTEST: Edgar M. Bell

By C. Braddock Jones

(Edgar M.Bell) Secretary

(C.Braddock Jones) PRESIDENT

CORPORATE SEAL

LIBER 122 PAGE 594

ARCHEY C. NEW, ASSIGNEE,
--PLAINTIFF

VS.

FREDRICK G.COATES and
MARGARET L.COATES, his wife,
--DEFENDANTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

15,471 Equity

## STATEMENT OF MORTGAGE CLAIM

| | | |
|---|---|---|
| Amount of Mortgage Loan on No.317 Cherry Lane, Anne Arundel Co., Md..... | $ | 7,000.00 |
| Shortage in expense account..... | $ | 26.31 |
| Fines..... | $ | 69.00 |
| Interest due to October, 9, 1959..... | $ | 185.70 |
| | $ | 7,281.01 |
| CREDIT--paid on principal by Mortgagors..... | $ | 1,041.73 |
| Balance due..... | | 6,239.28 |

STATE OF MARYLAND. )
COUNTY ~~CITY~~ OF BALTIMORE. ) SS:

I HEREBY CERTIFY that, on this 14th day of October, 1959, before me, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared EDGAR M.BELL, Secretary of the Cedar Building and Loan Association, Inc., the Assignor to the Plaintiff in the above-entitled case, and he made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim, under the mortgage filed in the said cause, now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

VERNON O. LUTZ NOTARY PUBLIC BALTIMORE MD. 1959 OCT 15 1:03

Vernon O. Lutz
NOTARY PUBLIC

LIBER 122 PAGE 595

ARCHEY C. NEW, ASSIGNEE
--PLAINTIFF

VS.

FREDRICK G.COATES and
MARGARET L.COATES, his wife
--DEFENDANTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY.

13,471 Equity

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared EDGAR M.BELL, Secretary of the Cedar Building and Loan Association, Inc., and he made oath in due form of law that he knows the Defendants herein, and that to the best of his knowledge, information and belief

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

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

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

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

Edgar M. Bell
Affiant

Subscribed and sworn to before me this 14th day of October, 1959.

Vernon O. Lutz
NOTARY PUBLIC

VERNON O. LUTZ NOTARY PUBLIC BALTIMORE, OHIO

FILED
1959 OCT 15 PM 1:06

# Fidelity and Deposit Company

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

LIBER 122 PAGE 596

LIBER 10 PAGE 103

No. 13471 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Archey C. New, 2 E. Lexington Street, Baltimore 2, 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 AND 00/100 ($7,000.00) - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of October in the year of our Lord 1959

Whereas, the above bounden Archey C. New by virtue of the power contained in a mortgage from Fredrick G. Coates and Margaret L. Coates, his wife to Cedar Building and Loan Association, Inc. bearing date the 1st day of April, 1953 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H No. 747 Folio 436 and duly assigned of record to Archey C. New for the purpose of foreclosure and he 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 Archey C. New 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 Archey C. New 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:*

[signature] Archey C. New (SEAL)

(SEAL)

Witness: As to Both FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

Bond approved this 15th day of October 1959.
George T. Cromwell, Clerk

1959 OCT 15 PM 1:03

LIBER 122 PAGE 591

ARCHEY C. NEW, ASSIGNEE
--PLAINTIFF

VS.

FREDRICK G. COATES, and
MARGARET L.COATES,his wife,
--DEFENDANTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Archey C. New, Assignee of the Mortgage filed in the above-entitled cause, pursuant to the power and authority vested in him in the said Mortgage, respectfully shows that, after giving bond with security for the faithful discharge of his duties, and after having given due notice of the time, place,manner and terms of sale, by advertisements inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, the said Archey C.New, Assignee, did, pursuant to said notice, on Wednesday, November,25,1959, at 2 o'clock P.M., attend on the premises, and then and there sold at Public Auction the leasehold property mentioned and described in the said Mortgage, known as No.317 Cherry Lane, Anne Arundel County,Maryland, unto the Cedar Building and Loan Association, Inc., a body corporate of Maryland, of 4024 Belle Grove Road, Anne Arundel County,Maryland, at and for the price or sum of Sixty-Seven Hundred Dollars ($6,700.00). subject to the payment of the annual rent of Ninety Dollars ($90.00), the said purchaser, at the price mentioned, being the highest bidder therefor.

Archey C. New
(ARCHEY C. NEW)
Assignee of aforesaid Mortgage)

FILED
1959 NOV 27 PM 3:41

9

STATE OF MARYLAND. )
CITY OF BALTIMORE. ) SS:

I HEREBY CERTIFY, that on this 25th 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 Archey C. New, Assignee, and he made oath in due form of law that the matters and 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.

William A. Levy
NOTARY PUBLIC

Archey C. New, Solicitor
2 E. Lexington St., Balto. 2, Md.

## Assignee's Sale

### Desirable Leasehold Dwelling Property 317 Cherry Lane, 5th Election District, Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from Fredrick G. Coates and Margaret L. Coates, his wife, to the Cedar Building and Loan Association, Inc., a body corporate, dated the 1st day of April, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 747, Folio 436, etc., (default having occurred thereunder), and being duly assigned to Archey C. New, the undersigned Assignee, will sell at public auction, on the premises, on

**Wednesday, Nov. 25, 1959**

**at 2 O'Clock, P.M.**

All that piece or parcel of ground situate and lying in Anne Arundel County and being known and designated as Lot No. 1, as shown on the Plat of the Subdivision of the George Eldridge Property, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 19, folio 40. Subject to an annual ground rent of $90.00.

The improvements consist of a FRAME BUNGALOW.

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

DIRECTIONS TO PROPERTY: Ritchie Highway to Approximately 100 Ft. beyond Ordnance Rd., turn left on Cherry Lane to Property.

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, and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

ARCHEY C. NEW, Assignee,
E. T. Newell & Co., Inc.,
Auctioneers
JOHN M. MILLER, JR., President
120-26 W. North Ave., Balto. 1, Md
PL. 2-3580

N-19

THE BALTIMORE SUN

...President.
PL. 2-3580 120-26 W. North Avenue

Archey C. New, Solicitor
2 E. Lexington Street

ASSIGNEE'S SALE
DESIRABLE LEASEHOLD
DWELLING PROPERTY
317 CHERRY LANE,
ANNE ARUNDEL CO., MD.
Sale on Premises
WEDNESDAY,
NOVEMBER 25, 1959,
AT 2 P.M.

Improvements consist of a FRAME BUNGALOW. Ground Rent $90. Deposit $750.

For terms of sale and further particulars see the Maryland Gazette of Oct. 22.

ARCHEY C. NEW, ASSIGNEE
E. T. Newell & Co. Inc. Auctioneers
John M. Miller, Jr., President
PL. 2-3580 120-26 W. North Avenue

WAREHOUSEMAN'S SALE
HOUSEHOLD FURNITURE,
EFFECTS, ETC.
By Order Of

# ORDER NISI

LIBER 122 PAGE 599

Archey C. New, Assignee

versus

Fredrick G. Coates, and

Margaret L. Coates, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,471 Equity

Ordered, this 27th day of November, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Archey C. New, Assignee

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.

The report states that the amount of sale was $6,700.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 NOV 27 PM 3:41

TEST: _____ Clerk.

(Final Order)

Archey C. New, Assignee

versus

Fredrick G. Coates, and

Margaret L. Coates, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 6th day of January, 1960, 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

1960 JAN -7 AM 10:37

Archey C. New, Solicitor
2 E. Lexington St., Balto. 2, Md.

# Assignee's Sale

## Desirable Leasehold Dwelling Property 317 Cherry Lane, 5th Election District, Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from Fredrick G. Coates and Margaret L. Coates, his wife, to the Cedar Building and Loan Association, Inc., a body corporate, dated the 1st day of April, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 747, Folio 436, etc., (default having occurred thereunder), and being duly assigned to Archey C. New, the undersigned Assignee, will sell at public auction, on the premises, on

**Wednesday, Nov. 25, 1959**

**at 2 O'Clock, P.M.**

All that piece or parcel of ground situate and lying in Anne Arundel County and being known and designated as Lot No. 1, as shown on the Plat of the Subdivision of the George Eldridge Property, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 19, folio 40. Subject to an annual ground rent of $90.00.

The improvements consist of a FRAME BUNGALOW.

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

DIRECTIONS TO PROPERTY: Ritchie Highway to Approximately, 100 Ft. beyond Ordnance Rd., turn left on Cherry Lane to Property.

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, and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

ARCHEY C. NEW, Assignee,
E. T. Newell & Co., Inc.,
Auctioneers
JOHN M. MILLER, JR. President
120-26 W. North Ave., Balto. 1, Md.
PL. 2-3500

N-19.

LIBER 122 PAGE 600 OFF OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed

Assignee's Sale

Fredrick G. Coates

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 25th day of November, 1959. The first insertion being made the 22nd day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 DEC -1 PM By: H. Tilghman

LIBER 122 PAGE 601

# Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,471 Equity
ARCHEY C. NEW, Assignee
vs.
FREDRICK G. COATES, and
MARGARET L. COATES, his wife

Ordered, this 27th day of November, 1959, That the sale of the Property in these proceedings mentioned made and reported by Archey C. News, Assignee, 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.

The report states that the amount of sale was $6,700.00.

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

OFFI OF

## Maryland Gazette

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

# CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,471. Fredrick G. Coates 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 January, 1960. The first insertion being made the 3rd day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1960 JAN -6 [illegible]

By H. Tilghman

No. M.G. 12523

13

LIBER 122 PAGE 602

*In the Case of*

Archey C. New,
Assignee
VS.
Frederick G. Coates
and
Margaret L. Coates, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 13,471 Equity

*To the Honorable, the Judges of said Court:*

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

All of which is respectfully submitted.

Laura K. Dickelman
Auditor.

January 26, 1960

FILED

1960 JAN 28 PM 12:26

LIBER 122 PAGE 603

Dr. Archey C. New, Assignee vs. Frederick G. Coates and Margaret L. Coates, his wife

in ac.

| | | | | |
|---|---|---|---|---|
| To Assignee for Fee, viz: | 50 | 00 | | |
| To Assignee for Commissions, viz: | 231 | 00 | 281 | 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 | 74 | 40 | | |
| Capital-Gazette Press - order nisi (sale) | 15 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 12 | 00 | | |
| The Sun - advertising sale | 25 | 70 | | |
| Fidelity & Deposit Co. of Md. - bond premium | 28 | 00 | | |
| E.T. Newell & Co.,Inc.-auctioneer's fee | 50 | 00 | | |
| Clerk of Court - recording assignment | 1 | 00 | | |
| One-half Federal documentary stamps | 3 | 85 | | |
| One-half State documentary stamps | 7 | 70 | | |
| Vernon O. Lutz - notary fees | 1 | 00 | | |
| William S. Levy - notary fee | | 50 | 219 | 15 |
| To Cedar Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim | 6,148 | 35 | 6,148 | 35 |
| | | | 6,700 | 00 |
| Amount of mortgage claim filed | 6,239 | 28 | | |
| Interest on principal balance of $5,958.27 from 10/9/59 to 11/25/59 - 47 days | 54 | 50 | | |
| | 6,293 | 78 | | |
| Cr. Amount allowed above | 6,148 | 35 | | |
| Balance subject to decree in personam | 145 | 43 | | |

15

with Archey C. New, Assignee Cr.

| | | | | |
|---|---|---|---|---|
| 1959 | | | | |
| Nov. | 25 | Proceeds of Sale | 6,700 00 | 6,700 00 |
| | | | | 6,700 00 |

LIBER 122 PAGE 605

*ORDER NISI*

Archey C. New,

Assignee

VERSUS

Fredrick G. Coates

and

Margaret L. Coates, his wife

In the

# CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,471 Equity.

FILED
1960 JAN 28 PM 1:15

ORDERED, This 28th day of January, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of March next.

George T. Cromwell

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 5th day of March, 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 MAR -8 AM 11:37

O. Bruce Duckett

17

LIBER 122 PAGE 606

OFFICE

# Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,471 Equity

ARCHEY C. NEW
Assignee

VERSUS

FREDERICK G. COATES and MARGARET L. COATES, his wife

Ordered, this 28th day of January, 1960. 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 7th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of March next.

GEORGE T. CROMWELL, Clerk

TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk

Archery C. New, Atty.

F-18

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13471

Auditor Account

Frederick G. Coates

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 March, 1960. The first insertion being made the 4th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. ---------- 1960 MAR -1 AM 10:49 By H. Tilghman

18