LIBER 123 PAGE 1

W. GARRETT LARRIMORE, ASSIGNEE 12 Church Circle Annapolis, Maryland	:	IN THE
	:	CIRCUIT COURT FOR
vs	:	
	:	ANNE ARUNDEL COUNTY
KEITH HARRINGTON and ANITA HARRINGTON Grace View Farms Spa Road, Annapolis, Maryland	:	NO. 12,720 EQUITY

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

ORDER TO DOCKET CASE AND FILE EXHIBIT

Mr. Clerk:

Please docket the above entitled case and file herewith the following instrument marked "Plaintiff's Exhibit A".

1. Original mortgage from Keith Harrington and Anita Harrington, his wife, to John K. Amoss and Gladys S. Amoss, dated March 29, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1013, folio 268, with Short Assignment from John K. Amoss and Gladys S. Amoss to W. Garrett Larrimore, Asignee, for purposes of foreclosure.

W. Garrett Larrimore

W. Garrett Larrimore
Assignee
12 Church Circle
Annapolis, Maryland
Colonial 3-7100

FILED
1958 JUN 19 PM 3:22

MORTGAGE FEE — COUNTY 34

LIBER 123 PAGE 2 LIBER 1013 PAGE 268 No. 12,720 Equity

This Mortgage, Made this twenty-ninth day of March in the year nineteen hundred and fifty-six, by and between KEITH HARRINGTON and ANITA HARRINGTON, his wife - Mortgagor s of Anne Arundel County - in the State of Maryland, of the first part, and JOHN K. AMOSS and GLADYS S. AMOSS, his wife - Mortgagees, of the second part.

WITNESSETH:- - - - - - - - - - - - - -

WHEREAS, the said parties of the first part, Keith Harrington and Anita Harrington, his wife, are justly and bona fide indebted unto the said parties of the second part, John K. Amoss and Gladys S. Amoss, his wife, in the full and just sum of ONE THOUSAND TWO HUNDRED and No/100 ($1,200.00) Dollars, for the payment whereof, the said parties of the first part have passed to the parties of the second part, their joint and several promissory note of even date herewith in the amount of ONE THOUSAND TWO HUNDRED and No/100 ($1,200.00) Dollars, payable at Annapolis, Maryland, in monthly installments of SIXTEEN and 97/100 ($16.97) Dollars, commencing on the 29th day of April, 1956, and on the 29th day of each month thereafter to the 29th day of March, 1963, when all of the balance, if any, owing hereunder shall be due and payable; all payments so made shall be applied first to accrued but unpaid interest at the rate of Five (5%) per cent per annum on the unpaid balance of the principal, to date of payment, and then to the principal.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto that the said parties of the first part shall have the right and privilege of making larger payments on account of the said principal sum at any payment due date.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that a failure on the part of the said parties of the first part, their heirs, personal representatives, or assigns, to make the payments hereinabove set forth shall constitute a default under this mortgage, and no waiver of any one breach of any covenant herein shall be construed to constitute a waiver of the dovenant itself, or any subsequent breach thereof; and

WHEREAS, the execution of this mortgage to secure the payment of the sum of ONE THOUSAND TWO HUNDRED and No/100 ($1,200.00) Dollars, plus interest thereon, was a condition precedent to said loan.

"Plaintiff's Exhibit A"

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s, Keith Harrington and Anita Harrington, his wife - do grant and convey unto the said Mortgagees, John K. Amoss and Gladys S. Amoss, his wife, - - - - - - - - - their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

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1958 JUN 19 PM 3:22

ALL that piece or parcel of land described in a Deed from John K. Amoss and Gladys S. Amoss, his wife to Keith Harrington and Anita Harrington, his wife, dated the 29th day of March, 1956, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees John K. Amoss and Gladys S. Amoss, his wife - their ~~successors~~, heirs and assigns, forever.

PROVIDED, that if the said Mortgagors aforesaid, Keith Harrington and Anita Harrington, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of ONE THOUSAND TWO HUNDRED and No/100 ($1,200.00)- - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is further agreed that, until default be made in the premises, the said Mortgagors aforesaid shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, aforesaid for themselves, their - - - - - heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt

shall be deemed due and demandable, and it shall be lawful for the said Mortgagees , John K. Amoss and Gladys S. Amoss, his wife - - - - - - - - - - their heirs personal representatives or assigns, or R. Tilghman Brice, III, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees - - - - - their heirs personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees their heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said 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 advertisements 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 indebetness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees their heirs, personal representatives or assigns, or R. Tilghman Brice, III, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same is accompained by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefore, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors , as aforesaid for themselves , their heirs, personal representatives, and assigns, do further covenant to insure with such coverage as may be required from time to time by the Mortgagees , their heirs, personal representatives, or assigns, and pending the existence of this Mortgage, to keep insured in some good company or companies satisfactory to the mortgagees , successors, heirs, personal representatives, or assigns, the improvements on the hereby mortgaged land in the amount of ONE THOUSAND TWO HUNDRED and No/100- - - Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, or other loss, to inure to the benefit of the said Mortgagees , their heirs, personal representatives, or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees , their heirs, personal representatives, or assigns.

IT being understood and agreed that if the Mortgagors, their heirs, personal representatives, or assigns, fails to pay any taxes and/or insurance premiums, the Mortgagees , their heirs, personal representatives, or assigns, may in their discretion pay the same and charge said taxes and/or insurance premiums to the mortgage indebtedness.

WITNESS the hands and seals of the said Mortgagors

Test:

R. Tilghman Brice, III

Keith F. Harrington (SEAL)
Keith Harrington

(SEAL)

Anita Harrington (SEAL)
Anita Harrington

(SEAL)

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LIBER 123 PAGE 5 LIBER 1013 PAGE 271

STATE OF MARYLAND, **Anne Arundel** COUNTY, TO WIT:

I Hereby Certify, that on this **twenty-ninth** day of **March** in the year nineteen hundred and **fifty-six** before me, **the subscriber, a Notary Public** of the State of Maryland, in and for the County aforesaid, personally appeared **KEITH HARRINGTON and ANITA HARRINGTON, his wife** -

the Mortgagor **s** named in the aforegoing Mortgage and **they** acknowledged the aforegoing Mortgage to be **their** act. At the same time also appeared **JOHN K. AMOSS and GLADYS S. AMOSS, his wife** - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further made oath in due form of law that he is the Agent of the Mortgagee and duly authorized to make this affidavit.

AS witness my hand and Notarial Seal.

NOTARY PUBLIC
R. Tilghman Brice, III

Rec'd for record Apr. 2 1956 at 10.30 A.M.
Mailed to R. Tilghman Brice III

MORTGAGE
FROM
KEITH HARRINGTON and
ANITA HARRINGTON, his wife
TO
JOHN K. AMOSS and
GLADYS S. AMOSS, his wife

0.64 acres of land in Third Election District of Anne Arundel County MARYLAND

Received for Record 2 APRIL, 1956, at 10.30 o'clock A. M. Same day recorded in Liber 1013 No. 1013 Folio 271 &c., one of the Land Records of examined per GEORGE T. CROMWELL, Clerk.
Cost of Record, $ 7.50

R. TILGHMAN BRICE, III
ATTORNEY AND COUNSELOR AT LAW
LEE BUILDING - 8 CHURCH CIRCLE
P. O. BOX 133
ANNAPOLIS, MARYLAND

We hereby assign the within Mortgage to W. Garrett Larrimore, our attorney for the purpose of foreclosure.

John K. Amoss (SEAL)
John K. Amoss

Test Thayer A. Larrimore
Thayer A. Larrimore

Gladys S. Amoss (SEAL)
Gladys S. Amoss

Return to W. Garrett Larrimore

W. GARRETT LARRIMORE
Solicitor
12 Church Circle
Annapolis, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Keith Harrington and Anita Harrington, his wife, to John K. Amoss and Gladys S. Amoss dated March 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1013, folio 268, the undersigned Assignee will sell at Public Auction at the Court House door in the City of Annapolis on

Thurs., April 9, 1959 at 11:00 A. M.

All that fee simple property situate and lying in the Third Election District of Anne Arundel County, Maryland, described as follows:

Beginning for the same at a pipe set on the Northwest side of the County Road from Jones Station to Dividing Creek, which part of beginning is South 56 degrees 04 minutes West 83.0 feet from a stone previously set at the beginning of the conveyance from John A. Fox to John K. Amoss and wife by deed dated July 12, 1943, as recorded in Liber J. H. H. 281, folio 438; thence leaving said County Road and with the Northeast side of a 15 ft. right of way, with use in common, North 37 degrees 13 minutes West 296.05 feet to a pipe; thence South 66 degrees 04 minutes West 154.35 feet to a stone previously set on the outlines of the whole tract of which this description is a part) thence binding on said outlines and the property of J. Harry Wright, the following: south 82 degrees 57 minutes East 84.85 ft. to a pipe previously set and South 38 degrees 58 minutes East 260. 3 ft. to a spike on the Northwest edge on said County Road, South 38 degrees 58 minutes East 2.3 ft. from a post previously planted on the division line between the said Wright and binding on the Northwest side of said road, North 56 degrees 04 minutes East 83.0 ft. to the beginning. Containing 0.64 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in November, 1943, based on the magnetic meridan of July, 1943. Said plat being recorded among the Land Records of Anne Arundel County, with a deed dated March 20, 1954, from the said John A. Fox, widower, to Mildred C. Fox Dempsey and James Dempsey, her husband.

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

W. GARRETT LARRIMORE,
Assignee
ROBERT H. CAMPBELL,
121 Prince George Street
Annapolis, Maryland
Auctioneer.

A-2

LIBER 123 PAGE 6 OFFI OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1959

We hereby certify, that the annexed
Assignee's Sale
Keith Harrington
13,720 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of April, 1959. The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.
By A. Tilghman

FILED
1959 APR -6 PM 3:32

6

W. GARRETT LARRIMORE, Assignee:

Plaintiff :

v. :

KEITH HARRINGTON and :
ANITA HARRINGTON, his wife

: Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 12,720 EQUITY

: :

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that before me, the subscriber, a Notary Public in and for said state and county aforesaid, personally appeared on this 8th day of April, 1959, W. GARRETT LARRIMORE, Assignee of the mortgagees' interest in the mortgage filed herein, and he made oath in due form of law 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, and

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

As Witness the hand and seal of said affiant.

W. Garrett Larrimore

W. Garrett Larrimore

As Witness my hand and notarial seal.

Audrey R. Cleavenger

Audrey R. Cleavenger
Notary Public

FILED

1959 APR -9 AM 9

7

LIBER 123 PAGE 8

W. GARRETT LARRIMORE, Assignee:

Plaintiff :

v. :

KEITH HARRINGTON and : :
ANITA HARRINGTON, his wife

:

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 12,720 EQUITY

: :

STATEMENT OF MORTGAGE CLAIM

Amount of First Mortgage Note dated March 29, 1956	$1,200.00
Credit Payments	33.94
Balance	$1,166.06
5% interest from March 29, 1956 to March 29, 1959	120.00
Amount of Mortgage Claim	$1,286.06

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL:

I Hereby Certify that before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 8th day of April, 1959, personally appeared JOHN K. AMOSS, one of the mortgagees named in the mortgage from Keith Harrington and Anita Harrington, his wife, recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1013, folio 268, and he made oath in due form of law that the foregoing is a true statement of the amount due under the captioned mortgage which has been filed in the above proceedings.

As Witness my hand and Notarial Seal.

Audrey R. Cleavenger
Notary Public

FILED
1959 APR -9 AM 9:19

8

W. GARRETT LARRIMORE, Assignee:		IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
KEITH HARRINGTON and ANITA HARRINGTON, his wife	:	
Defendants	:	NO. 12,720 EQUITY

: :

MORTGAGE FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, W. Garrett Larrimore, as Principal, and American Surety Company of New York, a body corporate authorized to do business and issue surety bonds 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 Hundred Dollars ($1,500.00), current money, to be paid to this said State or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of April, 1959.

WHEREAS, by virtue of a power of sale contained in a mortgage from Keith Harrington and Anita Harrington, his wife, to John K. Amoss and Gladys S. Amoss, his wife, dated March 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1013, folio 268, duly assigned by the mortgagees to the Principal herein for foreclosure, the said Principal is authorized and empowered to make the sale of the property described in said mortgage in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and

WHEREAS default has been made in said payment and the Principal herein is about to exercise said power and make sale of the property described

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1959 APR -9 AM 9:48

as aforesaid 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 and of no effect; otherwise to be and remain in full force and virtue in law.

ATTEST:

Audrey R. Cleavenger

Audrey R. Cleavenger

W. Garrett Larrimore (SEAL)

W. Garrett Larrimore
Principal

AMERICAN SURETY COMPANY
OF NEW YORK

By Joseph H. Bouchard

Joseph H. Bouchard
Attorney in Fact
Surety

Bond approved on the date of filing: April 9, 1959

George T. Cromwell

George T. Cromwell, Clerk

10

W. GARRETT LARRIMORE, Assignee:

Plaintiff :

v. :

KEITH HARRINGTON and :
ANITA HARRINGTON, his wife

:

Defendants:

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 12,720 EQUITY

LIBER 123 PAGE 11

: :

W. GARRETT LARRIMORE
Solicitor
12 Church Circle
Annapolis, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Keith Harrington and Anita Harrington, his wife, to John K. Amoss and Gladys S. Amoss dated March 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1013, folio 268, the undersigned Assignee will sell at Public Auction at the Court House door in the City of Annapolis on

Thurs., April 9, 1959 at 11:00 A. M.

All that fee simple property situate and lying in the Third Election District of Anne Arundel County, Maryland, described as follows:

Beginning for the same at a pipe set on the Northwest side of the County Road from Jones Station to Dividing Creek, which part of beginning is South 56 degrees 04 minutes West 83.0 feet from a stone previously set at the beginning of the conveyance from John A. Fox to John K. Amoss and wife by deed dated July 12, 1943, as recorded in Liber J. H. H. 261, folio 438; thence leaving said County Road and with the Northeast side of a 15 ft. right of way, with use in common, North 37 degrees 13 minutes West 296.05 feet to a pipe: thence South 66 degrees 04 minutes West 154.35 feet to a stone previously set on the outlines of the whole tract of which this description is a part) thence binding on said outlines and the property of J. Harry Wright, the following: south 82 degrees 57 minutes East 84.85 ft. to a pipe previously set and South 38 degrees 58 minutes East 260. 3 ft. to a spike on the Northwest edge on said County Road, South 38 degrees 58 minutes East 2.3 ft. from a post previously planted on the division line between the said Wright and binding on the Northwest side of said road, North 56 degrees 04 minutes East 83.0 ft. to the beginning. Containing 0.64 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in November, 1943, based on the magnetic meridan of July, 1943. Said plat being recorded among the Land Records of Anne Arundel County, with a deed dated March 20, 1954, from the said John A. Fox, widower, to Mildred C. Fox Dempsey and James Dempsey, her husband.

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

W. GARRETT LARRIMORE,
Assignee
ROBERT H. CAMPBELL,
121 Prince George Street
Annapolis, Maryland
Auctioneer.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 9th day of April, 1959, sold the property described in the attached advertisement of sale at and for the sum of Twelve Hundred Dollars ($1,200.00) to John K. Amoss and Gladys S. Amoss, his wife,

it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Robert H. Campbell
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that we have this 9th day of April, 1959, purchased the property described in the attached advertisement of sale from W. Garrett Larrimore, Assignee at and for the sum of $1,200.00,

and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

John K. Amoss.

Gladys S. Amoss

FILED
1959 APR 29 AM 11:00

11

W. GARRETT LARRIMORE, Assignee Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
v.	:	
KEITH HARRINGTON and ANITA HARRINGTON, his wife Defendants	:	NO. 12,720 EQUITY

LIBER 123 PAGE 12

: :

REPORT OF SALE

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

The report of sale of W. Garrett Larrimore, Assignee, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than 20 days preceding the day of sale, the said W. Garrett Larrimore, Assignee, did pursuant to said notice on the 9th day of April, 1959, at 11:00 a.m. sell at the Court House door, the aforesaid fee simple property unto John K. Amoss and Gladys S. Amoss, his wife, at and for the sum of Twelve Hundred Dollars ($1,200.00), the said John K. Amoss and Gladys S. Amoss, his wife, having offered the greatest price therefor.

W. Garrett Larrimore
W. Garrett Larrimore, Assignee

FILED
1959 APR 29 AM 11:00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that on this 10th day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared W. GARRETT LARRIMORE, Assignee, 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.

Audrey R. Cleavenger
Audrey R. Cleavenger, Notary Public

ORDER NISI

LIBER 123 PAGE 13

W. GARRETT LARRIMORE, Assignee

versus

KEITH HARRINGTON and

ANITA HARRINGTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,720 Equity

Ordered, this 29th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by W. Garrett Larrimore, Assignee

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

The report states that the amount of sale was $ 1,200.00

True Copy,

George T. Cromwell Clerk.

FILED
1959 APR 29 AM 11:00
(Final Order)

TEST: Clerk.

W. GARRETT LARRIMORE, ASSIGNEE

versus

KEITH HARRINGTON and

ANITA HARRINGTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Matthew S. Evans
JUDGE.

FILED

1959 JUN -9 PM 3:29

13

LIBER 123 PAGE 14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,720 Equity

W. GARRETT LARRIMORE, Assignee

versus

KEITH HARRINGTON and ANITA HARRINGTON, his wife

Ordered, this 29th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by W. Garrett Larrimore, Assignee Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arondel County, once in each of three successive weeks before the 8th day of June next.

The report states that the amount of sale was $1,200.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 12720 Keith Harrington was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1959. The first insertion being made the 7th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUN -4 AM 8:23

By H. Tilghman

No. M.G. 7158

14

In the Case of

W. Garrett Larrimore,
Assignee
vs.
Keith Harrington
and
Anita Harrington, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,720 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

August 22, 1959

Laura K. Fickling
Auditor.

Dr. W. Garrett Larrimore, Assignee vs. Keith Harrington and Anita Harrington, his wife

			in ac.	
To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	66	00	166	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	43	14		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
American Surety Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	15	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
Audrey R. Cleavenger - notary fees	1	50	91	29
To Assignee for Taxes, viz: 1959 State and County taxes ($17.63) - 3 months 9 days	4	84	4	84
To John K. Amoss and Gladys S. Amoss, his wife, mortgagees - this balance on account mortgage claim	886	37	886	37
			1,200	00
Amount of mortgage claim filed	1,286	06		
Interest on principal balance of $1,166.06 from 3/29/59 to 4/9/59 - 11 days @ 5%	1	78		
	1,287	84		
Cr. Amount allowed above	886	37		
Balance subject to decree in personam	401	47		

14

with W. Garrett Larrimore, Assignee Cr.

1959						
Apr.	9	Proceeds of Sale	1,200	00	1,200	00
					1,200	00

ORDER NISI LIBER 123 PAGE 18

W. Garrett Larrimore,
Assignee

VERSUS

Keith Harrington
and
Anita Harrington, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,720 Equity.

FILED 1959 AUG 24 PM 3:38

ORDERED, This 24th day of August, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of October, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 OCT -5 AM 11:23

Matthew S. Evans
Judge

18

LIBER 123 PAGE 19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 12,720 Equity
W. GARRETT LARRIMORE, Assignee
versus
KEITH HARRINGTON and ANITA HARRINGTON, his wife

Ordered, this 24th day of August, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of September next.

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

OFFICE O.

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,720 Auditor Account. Keith Harrington

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
OCT -2 PM 1:39

No. M. G. 10914-1959 By H. Tilghman

15

JESSE A. ROSE, Assignee, 215 North Calvert Street Baltimore-2, Maryland	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 13,448
LASTING HOMES, INC. 25 Baltimore-Annapolis Boulevard Glen Burnie, Maryland	*	

* * * * * * * * *

Mr. Clerk:

Please docket the within suit and file the Mortgage as an Exhibit.

Jesse A. Rose

(Jesse A. Rose) Assignee

1953 OCT -6 P. 1:37

LIBER 123 PAGE 21

SAMUEL H. HOFFBERGER
ATTORNEY-AT-LAW
BALTIMORE, 2, MARYLAND

LIBER 1089 PAGE 313

This Mortgage, made this 27th day of December, in the year one thousand nine hundred and fifty-six, by and between

- - - - LASTING HOMES, INC. - - - -
a body corporate, duly incorporated under the Laws of

~~of~~ ~~xxx~~ the State of Maryland, Mortgagor, and

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated Mortgagee.

Whereas, the said Mortgagor is a member of said body corporate and has received therefrom an advance of SEVENTY-EIGHT HUNDRED & - - - - - - - - - - - 00/100 Dollars ($7800.00) being part of the purchase money for the hereinafter described property; and

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

By the payment of FIFTY-FIVE & - - - - - - - - - - - 89/100 Dollars ($ 55.89) on or before the first day of each and every month from the date hereof,

until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order:—(1) to the payment of interest; 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 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 5th district of Anne Arundel County, in the State of Maryland, and described as follows:—

ALL that lot of ground known as Lot No. 3, Section "E", on Plat of Fernglen Manor recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Folio 17.

BEING one of the lots of ground which by assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and conveyed by York Brothers, Inc., to Lasting Homes, Inc.

FILED

1959 OCT -6 PM 1:38

2

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

To Have and to Hold the said lot(s) of ground and premises 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 twenty-third days of March and September in each and every year.

IT IS UNDERSTOOD AND AGREED that in consideration of the loan herein made, WALTON D. WILSON does hereby join in the execution of this mortgage to guarantee the repayment of the principal and interest hereby secured, when and as the same matures, and the performance of the covenants and conditions herein stated.

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 convenants 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, convenants with the said Mortgagee, its successors and assigns, 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 hazard as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rents, if any, plus the estimated premium or premiums for such insurance, 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 ground rents, premiums, taxes and assessments will become delinquent; (2) to repay the indebtedness, together with interest, as herein provided, and to pay a "late charge" not to exceed four (4) per centum of any installment which is not paid within twenty (20) days from the due date thereof, to cover the extra expense involved in handling delinquent payments. (3) to keep the buildings insured against loss by fire and all other hazards in an insurance company acceptable to and in an amount designated by said Mortgagee, its successors and assigns, and to cause the policies to be so framed as to inure to the benefit of said Mortgagee, its successors and assigns, to the extent of its claim hereunder and to deliver the policies to said Mortgagee, its successors and assigns; and in the event of any loss, the insurance company is hereby directed by the Mortgagor to make payments for such loss to the Mortgagee only, and not to the Mortgagor and the Mortgagee jointly; and in case of failure of the Mortgagor, for himself, 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 the Mortgage; (4) to pay all ground rents, taxes, water rent, insurance, public charges and 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 be immediately due and owing as herein provided; and in the event the said mortgaged premises are granted or assigned, with or without the consent of the Mortgagee, it is agreed that the Mortgagee may deal with or indulge, renew or continue this Mortgage after maturity, for said transferee or transferees without the consent of the Mortgagor herein, and the said Mortgagor to be and remain liable for the principal and interest of said Mortgage debt until the payment thereof in full and for the performance of the other convenants and conditions in the Mortgage as if the assignment or assignments had not been made; (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 foregoing covenants or conditions for thirty days; (9) that this mortgage shall also secure future advances as permitted by Article 66 of the Laws of Maryland, or any amendment thereto.

It being understood and agreed that in the event the Mortgagor desires to prepay an amount exceeding twenty per centum (20%) in any one year of the original principal amount of the within mortgage loan, he shall have the right to do so, provided said mortgage is not in arrears at the time of said prepayment, and provided further that one hundred and eighty (180) days' interest on the amount so prepaid shall be paid at the time of such payment.

And it is Agreed that until default is made, the said Mortgagor, his heirs, personal representatives or assigns, may retain possession of the mortgaged property.

LIBER 1089 PAGE 315

LIBER 123 PAGE 23

And the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this Mortgage, as herein provided), under the provisions of the Laws of Maryland, or any supplement thereto, or this Mortgage may be foreclosed and the property herein described sold, at any time after default, by the Mortgagee, its successors or assigns, or by LeRoy E. Hoffberger, its duly constituted Attorney or Agent, under Article 66, or under any other General or Local Law of the State of Maryland relating to mortgages, and such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the County or City in which the land in situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:—

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Decree of a Court having equity jurisdiction and an Attorney's fee to the Attorney conducting the foreclosure proceedings in the sum of FIFTY - - - - - - - - Dollars; second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and third, the balance, if any, to the said Mortgagor, his heirs, personal representatives or assigns. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor or his heirs, personal representatives or assigns in the event that the Mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written:

LASTING HOMES, INC.

TEST:

By Walton D. Wilson (SEAL)
(Walton D. Wilson) President

Beulah T. Saltz
(Beulah T. Saltz)

Walton D. Wilson (SEAL)
(Walton D. Wilson
Guarantor

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

LIBER 1089 PAGE 316

State of Maryland, City of Baltimore, to wit:

I hereby Certify that on this 27th day of December, 19 56, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared WALTON D. WILSON, President of Lasting Homes, Inc.

the above named Mortgagor(s) and acknowledged the foregoing Mortgage to be the corporate act. Also appeared WALTON D. WILSON, Guarantor herein, and acknowledged the aforegoing guarantee of mortgage to be his act.

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

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Beulah T. Saltz
(Beulah T. Saltz) Notary Public

My commission expires May 6, 1957.

Rec'd for record Dec 28 1956 at 1:50 P.M.
Mailed to Samuel H. Hoffberger

LIBER 123 PAGE 24

Baltimore, Maryland,

FOR VALUE RECEIVED, UNION FEDERAL SAVINGS AND LOAN ASSOCIATION does hereby release the within mortgage and the debt secured thereby.

AS WITNESS the hand of the Vice-President and corporate seal of the Releasor this day of , 19____.

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST:

By_____
( ) Vice-President

_____
( ) Secretary

Baltimore, Maryland

FOR VALUE RECEIVED, UNION FEDERAL SAVINGS AND LOAN ASSOCIATION hereby assigns to JESSE A. ROSE the within mortgage, for the purpose of foreclosure.

AS WITNESS the hand of the ~~Vice~~-President and corporate seal of the Assignor the 5th day of October, 1959.

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST:

C D Button
(C. D. Button) Secretary

By LeRoy E. Hoffberger
(LeRoy E. Hoffberger) ~~Vice~~-President

File in Equity 13448

SHORT ASSIGNMENT
OF MORTGAGE

FROM

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

TO

JESSE A. ROSE, Assignee

BLOCK

Received for Record _____ o'clock _____ M. Same day

Recorded in Liber G.T.C. No. _____

Folio _____ etc., one of the Records of Anne Arundel County and examined

Per

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

1959 OCT -6 AM 11:00

Clerk.

RECORDED IN LIBER G.T.C. No. 1089 FOLIO 316

GEO. T. CROMWELL, CLERK.

10M—10-52

200

LIBER 123 PAGE 25

JESSE A. ROSE, Assignee, 215 North Calvert Street Baltimore 2, Maryland	*	IN THE CIRCUIT COURT
	*	FOR
vs.		ANNE ARUNDEL COUNTY
LASTING HOMES, INC. 25 Baltimore-Annapolis Boulevard Glen Burnie, Maryland	*	EQUITY NO. 13,448

* * * * * * *

STATEMENT OF MORTGAGE DEBT

Original Balance					$7,800.00
Interest from 12/27/56 to 9/20/59					1,238.89
					$9,038.89
Payments to Principal and Interest					1,723.50
					$7,315.39
Expenses paid:					
1957 Taxes		$ 15.92			
1958 Taxes		148.63			
1959 Taxes		150.02	$314.57		
Water and sewer benefit tax:					
1957	-	$ 26.25			
1958	-	26.25			
1959	-	52.50	105.00		
Ground Rent:					
March, 1957		45.00			
September, 1957		45.00			
March, 1958		45.00			
September, 1958		45.00			
March, 1959		45.00			
September, 1959		45.00	270.00	$689.57	
Paid on Expenses				735.80	======
Less Payments in Excess of Expenses					46.23
			Balance due		$7,269.16

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th 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 JESSE A. ROSE, Assignee, Plaintiff in the above-entitled cause, and made oath that the aforegoing is a true statement of the amount of the mortgage claim filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Beulah T. Saltz

(Beulah T. Saltz) Notary Public

My commission expires May 1, 1961

FILED

1959 OCT -6 PM 1:37

6

Fidelity and Deposit Company

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

LIBER 10 PAGE 117

Equity No. 13,448

LIBER 123 PAGE 26

KNOW ALL MEN BY THESE PRESENTS:

That we, Jesse A. Rose, 215 N. Calvert 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 THREE HUNDRED AND 00/100 ($7,300.00) - 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 29th day of October in the year of our Lord 1959

Whereas, the above bounden Jesse A. Rose

by virtue of the power contained in a mortgage from Lasting Homes, Inc.

to Union Federal Savings and Loan Association

bearing date the 27th day of December, 1956 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1089 Folio 313 and Jessie A. Rose

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 Jesse A. Rose

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 Jesse A. Rose

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:

Margaret J. Brennan

Jesse A. Rose (SEAL)
Jesse A. Rose

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

By Joseph C. McHugh
Joseph C. McHugh *Attorney-in-Fact*

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

FILED

1959 OCT 31 AM 10 41

Bond filed and approved this 31st day of October 1959
George T. Cromwell, Clerk

Jesse A. Rose, Solicitor
215 N. Calvert Street
Baltimore 2, Maryland

Assignee's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Lasting Homes, Inc., to Union Federal Savings and Loan Association, dated December 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1089, Folio 313 (default having occurred thereunder), the undersigned Assignee will sell at public auction on

November 3rd, 1959 at 11 O'Clock A.M. at Court House Door Annapolis, Md.

all that leasehold lot of ground and the improvements thereon known as Lot No. 3, Section "E" on Plat of Fernglen Manor, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, Folio 17, known as 9 Gilmore Street.

Subject to the payment of an annual ground rent of $90.00 issuing out of said lot.

The improvements consist of a one-story stone asbestos shingle Rancher with asphalt shingle roof, containing 5 rooms and 1 bath and modern facilities.

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

JESSE A. ROSE, Assignee
ALEX COOPER, Auctioneer
212 N. Calvert Street
Baltimore 2, Maryland

O-29

8

LIBER 123 PAGE 27 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 3, 1959

We hereby certify, that the annexed

Assignee's Sale
Lasting Homes, Inc.
Lot No. 3, Section "E",
Fernglen Manor

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of November, 1959. The first insertion being made the 8th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 NOV 12 AM 11:50

By H. Tilghman

LIBER 123 PAGE 28

JESSE A. ROSE, Assignee	:	IN THE CIRCUIT COURT FOR
Vs.	:	ANNE ARUNDEL COUNTY
LASTING HOMES, INC.	:	NO. 13448 EQUITY

REPORT OF SALE

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

The Report of Sale of JESSE A. ROSE, Assignee in the above-entitled cause, to make sale of Lot No. 3, Section E, on Plat of Fernglen Manor, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, Folio 17, the improvements thereon being known as No. 9 Gilmore Street, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Glen Burnie, Anne Arundel County, for more than three successive weeks preceding the day of sale, said Assignee did pursuant to said notice on Tuesday, the third day of November, 1959, at 11 o'clock A.M. attend at the Court House Door, Annapolis, Maryland, and then and there sold said lot and the improvements thereon to

MICHAEL DEMYAN for the sum of Seven Thousand Three Hundred Twenty Dollars ($7,320.00), subject to an annual ground rent of $90.00 issuing out of said lot.

Jesse A. Rose, Assignee

Jesse A. Rose, Assignee

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, SCT:

I HEREBY CERTIFY THAT on this 10th day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared JESSE A. ROSE, Assignee, 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.

Beulah T. Saltz

(Beulah T. Saltz) (Notary Public)

My commission expires May 1, 1961

1959 NOV 12 AM 11:50

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LIBER 123 PAGE 29

Union Federal Savings and Loan Association of Baltimore City

Vs.

Lasting Homes, Inc.

Jesse A. Rose, Solicitor
215 N. Calvert Street
Baltimore 2, Maryland

Assignee's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Lasting Homes, Inc., to Union Federal Savings and Loan Association, dated December 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1089, Folio 313 (default having occurred thereunder), the undersigned Assignee will sell at public auction on

November 3rd, 1959 at 11 O'Clock A.M. at Court House Door Annapolis, Md.

all that leasehold lot of ground and the improvements thereon known as Lot No. 3, Section "E" on Plat of Ferneglen Manor, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, Folio 17, known as 9 Gilmore Street.

Subject to the payment of an annual ground rent of $90.00 issuing out of said lot.

The improvements consist of a one-story stone asbestos shingle Rancher with asphalt shingle roof, containing 5 rooms and 1 bath and modern facilities.

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

JESSE A. ROSE, Assignee
ALEX COOPER, Auctioneer
212 N. Calvert Street
Baltimore 2, Maryland

O-29

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)
No. 13440 Eq.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 3rd day of November, 1959 sold the property described in the attached advertisement of sale at and for the sum of $ 7,320.00 to Michael , Demyan , he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 3rd day of November, 1959 purchased the property described in the attached advertisement of sale from Jesse A. Rose, Assignee, at and for the sum of $7,320.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisment of sale.

Michael Demyan
Michael Demyan Purchaser

TEST:

Kathryn M. Conboy

FILED
1959 NOV 12 AM 11:50

10

ORDER NISI

LIBER 123 PAGE 30

JESSIE A. ROSE, Assignee

versus

LASTING HOMES, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,448 Equity

Ordered, this 12th day of November, 19 59, That the sale of the sale of the property in these proceedings mentioned made and reported by JESSE A. ROSE, Assignee ~~Trustee~~,

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 sales ~~to be~~ was $ 7,320.00

Filed 12 Nov. 1959, 12:15 P.M. George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JESSE A. ROSE, Assigne

versus

LASTING HOMES, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of December, 19 59 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi. passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bowie Duckett

FILED

1959 DEC 22 PM 4:02

//

LIBER 123 PAGE 31

OFFICE 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 13,448 Equity
JESSIE A. ROSE, Assignee
vs.
LASTING HOMES, INC.

Ordered, this 12th day of November, 1959, That the sale of the property in these proceedings mentioned, made and reported by Jessie A. Rose, Assignee, 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 $7,320.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 11, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,448 Lasting Homes, Inc. 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. Tilghman

No. M.G. 1959 DEC 14 PM 2:47

12

In the Case of

Jesse A. Rose,
Assignee
vs.
Lasting Homes, Inc.

In the
Circuit Court
For
Anne Arundel County
No. 13,448 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.

February 2, 1960

Laura K. Jackling
Auditor

FILED
960 FEB -2 PM 12:13

Dr. Jesse A. Rose, Assignee vs. Lasting Homes, Inc. in ac.

To Assignee for Commissions, viz:	252	50		
To Assignee for Fee, viz:	50	00	302	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	52	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md.-bond premium	29	20		
Alex Cooper - auctioneer's fee	50	00		
Clerk of Court - recording assignment	2	00		
One half Federal documentary stamps	4	13		
One-half State documentary stamps	8	25		
Beulah T. Saltz - notary fees	1	00	174	10
To Assignee for Ground Rent, viz:				
Semi-annual ground rent due 3/23/60 - adjusted to 11/3/59	10	00	10	00
To Union Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,911	11	6,911	11
			7,449	21
Amount of mortgage claim filed	7,269	16		
Interest on principal balance of $7,315.39 from 9/20/59 to 11/3/59 - 44 days @ 6%	53	31		
	7,322	47		
Cr. Amount allowed above	6,911	11		
Balance subject to decree in personam	411	36		

14

with Jesse A. Rose, Assignee

Cr.

1959						
Nov.	3	Proceeds of Sale	7,320	00		
		Interest on deferred payment of $6,820.00 to 1/27/60	96	62	7,416	62
		<u>Refunds</u>				
		1959 State and County taxes - 58 days	24	16		
		1959 water and sewer assessments - 58 days	8	43	32	59
					7,449	21

LIBER 123 PAGE 35

ORDER NISI

Jesse A. Rose,

Assignee

VERSUS

Lasting Homes, Inc.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,448 Equity.

ORDERED, This 2nd day of February, 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, Clerk

FILED 1960 FEB -2 PM 12:13

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th 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~~ assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1960 MAR -9 PM 2:49

Matthew S. Crowe
Judge

LIBER 123 PAGE 36

OFFICIAL 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. 13,448 Equity

JESSE A. ROSE, Assignee
VERSUS
LASTING HOMES, Inc.

Ordered, this 2nd day of February, 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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,448
Auditor Account

Lasting Homes, Inc.

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

17

LIBER 123 PAGE 37

In the matter of the mortgaged real	:	No. 13,239 Equity
estate of Clarence C. Crandall and	:	In the Circuit Court for
M. Jeannette Crandall, his wife	:	Anne Arundel County

Mr. Clerk,

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

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

FILED
1959 MAY 15 PM 3:10

LIBER 123 PAGE 38 LIBER 1136 PAGE 423 No. 13,239 Equity

This Mortgage, made this 19th day of July in the year one thousand nine hundred and fifty-seven, between CLARENCE C. CRANDALL and M. JEANNETTE CRANDALL, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

TWELVE THOUSAND DOLLARS ----------($12,000.00)

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

By the payment of interest only for first four months ~~Dollars plus one twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable~~ on or before the first day of each and every month from the date hereof, ~~until the whole of said principal sum and interest shall be paid,~~ which interest shall be computed by the calendar month.; thereafter, $102.00 per mo., including interest; said mortgage due and payable one year after date.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lot No. 10 in Section 2, as shown on the plat of the subdivision of the Reinecke property, Glen Burnie, said plat being recorded among the Land Records of Anne Arundel County with a deed dated March 3, 1949 from Richard Reinecke and wife to Henry F. Zangara and wife, in Liber J.H.H. 518, Folio 44.

BEING a part of the property conveyed to the within-named Mortgagors by Henry F. Zangara and Elizabeth R. Zangara, his wife, by deed dated May 8, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 755, Folio 320.

FILED
1959 MAY 15 PM 3:10

CANCELLED

2

The said Mortgagors agree 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Clarence C. Crandall (SEAL)
Clarence C. Crandall

M. Jeannette Crandall (SEAL)
M. Jeannette Crandall

..... (SEAL)

LIBER 123 PAGE 41

LIBER 1136 PAGE 426

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 19th day of July, in the year one thousand, nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Clarence C. Crandall and M. Jeannette Crandall, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ~~ROBERT C. WARD~~ Wilmer M. Johnson, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman

NOTARY PUBLIC

Pauline M. Bozman

My Commission expires 5/4/59

Rec'd for record July 22 1957 at 12 M.

Mailed to Wm. W. Townshend, Jr.

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

L 124 11

MORTGAGE

FROM

Clarence C. Crandall and M. Jeannette Crandall, his wif

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

7500

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

Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County

REC'D FOR RECORD
LAND RECORDS OF
ANNE ARUNDEL COUNTY and examined per

..... 1957 JUL 22 PM 12:42 ..... Clerk.

Cost of Recording $ ..... IN LIBER GTC

NO. 1136 FOLIO 426

GEO. I. CROMWELL, CLERK

LIBER 123 PAGE 42

In the matter of the mortgaged real estate of Clarence C. Crandall and M. Jeannette Crandall, his wife	: No. 13,239 Equity : In the Circuit Court for : Anne Arundel County	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage of Clarence C. Crandall and M. Jeannette Crandall, his wife, dated July 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1136, Folio 423		$12,000.00
Less:		
Escrow account	$87.06	
minus late charges	12.24	74.82
		$11,925.18
Interest from 11/1/58 to 5/30/59	$420.00	
Interest from 6/1/59 to 6/15/59	30.00	450.00
Total amount of indebtedness due		$12,375.18

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of May, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1959 MAY 15 PM 3:50

6

LIBER 123 PAGE 43

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Md.

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

OF

No. 13,239 Eq.

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Clarence C. Crandall and M. Jeannette Crandall, his wife, dated July 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1136, Folio 423, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, JUNE 15, 1959

at 2:00 o'clock P.M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 10 in Section 2, as shown on the plat of the subdivision of the Reinecke property, Glen Burnie, said plat being recorded among the Land Records of Anne Arundel County with a deed dated March 3, 1949 from Richard Reinecke and wife to Henry F. Zangara and wife, in Liber J.H.H. 518, Folio 44.

Being a part of the property conveyed unto Clarence C. Crandall and wife by Henry F. Zangara and wife by deed dated May 8, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 755, Folio 320.

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

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette

May 21, 28
June 4, 11

FILED

1959 MAY 15 PM 3:10

In the matter of the mortgaged real	:	No. 13,239 Equity
estate of Clarence C. Crandall and	:	In the Circuit Court for
M. Jeannette Crandall, his wife	:	Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

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

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

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

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

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

Subscribed and sworn to before me
this 22nd day of May, 1959.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1959 JUN -8 AM 10:32

/1

LIBER 123 PAGE 45

NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 12

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

no 13,239 Equity

BOND NO. 298333

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTEEN THOUSAND AND 00/100 ($16,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 5th day of June, 1959.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Clarance C. Crandall and M. Jeanette Crandall, his wife, to the United Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County G.T.C. No. 1136 Folio 423, dated July 19th-1957, the said William W. Townshend Jr. as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon, in whole or in part; and

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

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

Witness as to Principal:
Alice Gary

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

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

NEW AMSTERDAM CASUALTY COMPANY
By R.H. Nichols
R.H. Nichols Attorney-in-Fact

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

FILED
1959 JUN -8 AM 10:32

9

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

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Clarence C. Crandall and M. Jeannette Crandall, his wife, dated July 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1136, Folio 423, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Monday,
June 15, 1959
at 2:00 o'clock, P.M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 10 in Section 2, as shown on the plat of the subdivision of the Reinecke property, Glen Burnie, said plat being recorded among the Land Records of Anne Arundel County with a deed dated March 3, 1949 from Richard Reinecke and wife to Henry F. Zangara and wife, in Liber J.H.H. 518, Folio 44.

Being a part of the property conveyed unto Clarence C. Crandall and wife by Henry F. Zangara and wife by deed dated May 8, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 755, Folio 320.

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

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

For further particulars, apply to:
WM. W. TOWNSHEND, JR.
Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.
ROBERT H. CAMPBELL,
Auctioneer

Ju-11

OFFICE OF

Maryland Gazette

LIBER 123 PAGE 46 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

Clarence C. Crandall.

Folio 423 2:00 P.M.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of June, 1959. The first insertion being made the 21st day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 JUN 11 By H. Tilghman

ROBERT H. CAMPBELL - LIBER 123 PAGE 47 - - - - - - AUCTIONEER

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Clarence C. Crandall and M. Jeannette Crandall, his wife, dated July 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1136, Folio 423, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Monday, June 15, 1959

AT 2:00 O'CLOCK P.M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland.

Known and designated as Lot No. 10 in Section 2, as shown on the plat of the subdivision of the Reinecke property, Glen Burnie, said plat being recorded among the Land Records of Anne Arundel County with a deed dated March 3, 1949 from Richard Reinecke and wife to Henry F. Zangara and wife, in Liber J.H.H. 518, Folio 44.

Being a part of the property conveyed unto Clarence C. Crandall and wife by Henry F. Zangara and wife by deed dated May 8, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 755, Folio 320.

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

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

For further particulars, apply to:

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

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

FILED
1959 JUN 17 PM 2:51

E1

Monday, June 15, 1959
Annapolis, Md.

I hereby certify that I have this 15th day of June, 1959 , sold the property of William W. Townshend, Jr., Attorney, known as Lot No. 10, Section 2, Reinecke Property, Glen Burnie, Maryland, unto William H. Thomas, III and Kathryn V. Thomas, his wife,

at and for the sum of Twenty-one Thousand Dollars ($21,000.00)

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

Robert H. Campbell
Auctioneer

Monday, June 15, 1959
Annapolis, Md.

I/We hereby certify that I/we have this 15th day of June, 1959, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 10, Section 2, Reinecke Property, Glen Burnie, at and for the sum of

Twenty-one Thousand Dollars ----------($21,000.00)

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

Wm. H. Thomas, III — Purchaser

Kathryn V. Thomas — Purchaser

FILED
1959 JUN 17 PM 2:51

In the matter of the mortgaged real	:	No. 13,239 Equity
estate of Clarence C. Crandall and	:	In the Circuit Court for
M. Jeannette Crandall, his wife	:	Anne Arundel County

REPORT OF SALE

To the Honorable, the Judges of said Court:

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

That under and by virtue of a power of sale contained in a mortgage from Clarence C. Crandall and M. Jeannette Crandall, his wife, dated July 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1136, Folio 423, said William W. Townshend, Jr., Attorney named in mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, June 15, 1959, at 2:00 o'clock P.M., and then and there sold the said property unto Wm. H. Thomas, III and Kathryn V. Thomas, his wife, at and for the sum of Twenty-one Thousand Dollars ($21,000.00), being at that figure the highest bidders therefor, said property described as follows:

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 10 in Section 2, as shown on the plat of the subdivision of the Reinecke property, Glen Burnie, said plat being recorded among the Land Records of

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1959 JUN 17 PM 2:51

14

Anne Arundel County with a deed dated March 3, 1949 from Richard Reinecke and wife to Henry F. Zangara and wife in Liber J.H.H. 518, Folio 44.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of June, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

15

ORDER NISI

LIBER 123 PAGE 51

In the Matter of the Mortgaged Real Estate of Clarence C. Crandall and M. Jeannette Crandall, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,239 Equity

Ordered, this 17th day of June, 1959, That the sale of the Property in these proceeding mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 21,000.00

George T. Cromwell Clerk.

True Copy,

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1959 JUN 17 PM 2:51

TEST: _____ Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of Clarence C. Crandall and M. Jeannette Crandall, his wife

versus

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.

Benjamin Michaelson
JUDGE.

FILED
1959 JUL 31 AM 10:46

16

LIBER 123 PAGE 52

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

LIBER 10 PAGE 26

Equity No. 12,239

ADDITIONAL BOND _ BOND NO. 298333 _ _

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND 00/100 ($5,000.00) Dollars, current money to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 19th day of June, 1959.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Clarence C. Crandall and M. Jeanette Crandall, his wife, to the United Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County G.T.C. No. 1136 Folio 423, dated July 19th-1957, the said William W. Townshend Jr. as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon, in whole or in part; and

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

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

Witness as to Principal:
Alice Gary

Witness as to Surety:
M. S. Kraus

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

NEW AMSTERDAM CASUALTY COMPANY
By John F. Kennedy Jr.
JOHN F. KENNEDY JR.
Attorney-in-Fact

Additional Bond filed and approved this 22nd day of June 1959
George T. Cromwell, Clerk

FILED
1959 JUN 22 AM 11:00

17

LIBER 123 PAGE 53

In the Case of

In the Matter of the Mortgaged
Real Estate
of
xxx
Clarence C. Crandall
and
M. Jeannette Crandall, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,239 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, in accordance with the Court's Decree dated January 25, 1960.

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

February 1, 1960

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.

1960 FEB -4 AM 9:05

Dr. In the Matter of the Mortgaged Real Estate of Clarence C. Crandall and M. Jeannette Crandall, his wife — in ac.

To Attorney for Commissions, viz:	666	15		
To Attorney for Fee, viz:	100	00	766	15
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - first Court costs	38	25		
Clerk of Court - additional costs	11	50		
Irene Hazel - Stenographer's fee	2	50		
Shirley M. Miller - Stenographer's fee	2	50		
Auditor - stating first account	31	50		
Auditor - stating second account	13	50	119	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (first account)	12	00		
Capital-Gazette Press - order nisi (second account)	12	00		
Speer Publications, Inc. - handbills	11	69		
New Amsterdam Casualty Co. - bond premiums	84	00		
Robert H. Campbell - auctioneer's fee	60	00		
Morgan & Ward, Agents - insurance premium to 8/1/59	10	00		
One-half Federal documentary stamps	11	55		
One-half State documentary stamps	23	10		
Alice M. Gary - notary fees	1	50	278	84
To Attorney for Taxes, viz:				
1959 State and County taxes ($264.62)- 5½ months	121	28	121	28
To Attorney for Benefit Charges, viz:				
1959 water and sewer benefit charges ($30.45) - 5½ months	14	03		
Metered water to 6/12/59	4	50	18	53
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - in full for mortgage claim filed	12,375	18	12,375	18
To Taylor's Plumbing & Heating Co., Inc. - in full for Mechanic's Lien claim filed 5/19/59, recorded in Liber G.T.C. #14 folio 398, viz:				
Debt $3,043.00				
Interest from 5/19/59 to 6/15/59 - 27 days 13.69				
Court costs 4.00	3,060	69		

To H. Willey & L. Kern - in full for Mechanic's Lien claim filed 7/7/59, recorded in Liber G.T.C. #14 folio 422, viz:				
Debt $ 775.00 Court costs 7.00	782	00		
To The Charles Hildebrand Masonry Co. - this balance on account balance due on judgment claim in #A-880 Law, as shown by Auditor's Account filed in #13,240 Equity	3,682	58	7,525	27
			21,205	00
Balance due on above judgment, as shown by Auditor's Account filed in #13,240 Equity -	3,959	31		
Cr. Amount allowed above	3,682	58		
Balance due	266	73		

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

1959						
June	15	Proceeds of Sale	21,000	00		
		Interest on deferred payment of $20,500.00 from 6/15/59 to 8/15/59 2 months	205	00	21,205	00
					21,205	00

LIBER 123 PAGE 57

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Clarence C. Crandall and M. Jeannette Crandall, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,239 Equity.

ORDERED, This 4th day of February, 1960, That the Second Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

FILED
FEB -4 AM 9:05
1960

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15 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.

D Brian Duckett

FILED
1960 MAR 15 PM 3:07

22

LIBER 123 PAGE 58

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. 13,239 Equity
In the matter of the Mortgaged Real Estate of
CLARENCE C. CRANDALL and M. JEANNETTE CRANDALL, his wife

Ordered, this 4th day of February, 1960, That the Second Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of 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 14th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy TEST:
GEORGE T. CROMWELL, Clerk
F-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,239
Auditor Account

Clarence C. Crandall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of March, 1960. The first insertion being made the 11th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAR -1 AM 10.09

By Tilghman

No. M. G.

23

LIBER 123 PAGE 59

In the matter of the mortgaged real	:	No. 13,240 Equity
estate of Clarence C. Crandall and	:	In the Circuit Court for
M. Jeannette Crandall, his wife	:	Anne Arundel County

Mr. Clerk,

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

William W. Townshend, Jr.
Attorney named in mortgage

LIBER 123 PAGE 60 LIBER 1205 PAGE 63 No. 13,240 Equity

This Mortgage, made this 16th day of May in the year one thousand nine hundred and fifty=eight, between CLARENCE C. CRANDALL and M. JEANNETTE CRANDALL of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

TWELVE THOUSAND DOLLARS -($12,000.00)

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

By the payment of interest only for the first four months ----------XXXXX plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, thereafter $60.00 per month including interest, plus expenses.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

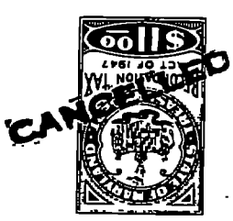
And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

KNOWN AND DESIGNATED as Lot No. 16 as shown on the Plat of Brownshade, said plat being recorded among the Plat Records of Anne Arundel County in Plat 21, Folio 27.

BEING the same property conveyed to Clarence C. Crandall and M. Jeannette Crandall, his wife, by James B. Mayo and Anne Mayo, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.



2

The said Mortgagors agree 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Clarence C. Crandall (SEAL)
Clarence C. Crandall

M. Jeannette Crandall (SEAL)
M. Jeannette Crandall

..... (SEAL)

4

5

LIBER 123 PAGE 63 LIBER 1205 PAGE 66

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 16th day of May, in the year one thousand, nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared CLARENCE C. CRANDALL and M. JEANNETTE CRANDALL, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Wilmer M. Johnson President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
Pauline M. Bozman
950 NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record May 19 1958 at 2.28 P.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

Clarence C. Crandall and

M. Jeannette Crandall, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... day of ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ .....

In the matter of the mortgaged real	:	No. 13240 Equity
estate of Clarence C. Crandall and	:	In the Circuit Court for
M. Jeannette Crandall, his wife	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage of Clarence C. Crandall and M. Jeannette Crandall, his wife, dated May 16, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1205, Folio 63		$12,000.00
Credit expense account		33.40
		$11,966.60
Interest 11/1/58 to 5/31/59	$420.00	
Interest 6/1/59 to 6/15/59	30.00	450.00
		$12,416.60
Less escrow account		1,118.01
		$11,298.59
Plus late charges		8.76
Total amount of indebtedness due		$11,307.35

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HERBBY CERTIFY that on this 15th day of May, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

6

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

LIBER 123 PAGE 65

ATTORNEY'S SALE

No. 13,240 Equity

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Clarence C. Crandall and M. Jeannette Crandall, his wife, dated May 16, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1205, Folio 63, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, JUNE 15, 1959

at 2:30 o'clock P.M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 16 as shown on the Plat of Brownshade recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 27.

Being the same property conveyed unto Clarence C. Crandall and wife by James B. Mayo and wife by deed dated May 16, 1958 and recorded among the aforesaid Land Records in Liber G.T.C. 1205, Folio 61.

The above property is improved by a new dwelling with the following items to be completed: Floors to be finished; Grading to be done and Plumbing partially completed.

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette

May 21, 28
June 4, 11

In the matter of the mortgaged real : No. 13,240 Equity
estate of Clarence C. Crandall and : In the Circuit Court for
M. Jeannette Crandall, his wife : Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

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

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

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

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

William W. Townshend, Jr.
Attorney named in mortgage

Subscribed and sworn to before
me this 22nd day of May, 1959.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1959 JUN -8 AM 10:32

8

LIBER 123 PAGE 67

NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 13

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

No. 13,240 Equity

BOND NO. 298332

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOURTEEN THOUSAND AND 00/100 ($14,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 5th day of June, 1959.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Clarence C. Crandall and M. Jeanette Crandall, his wife, dated May 16th-1958, to the United Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County Liber G.T.C. No. 1205 Folio 63, the said William W. Townshend Jr. as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon, in whole or in part; and

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

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

Witness as to Principal:
Alice Gary

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

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

NEW AMSTERDAM CASUALTY COMPANY
By R.H. Nichols
R.H. Nichols Attorney-in-Fact

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

FILED
1959 JUN -8 AM 10:32

9

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

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Clarence C. Crandall and M. Jeannette Crandall, his wife, dated May 16, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1205, Folio 63, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Monday,
June 15, 1959
at 2:30 o'clock, P.M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 16 as shown on the Plat of Brownshade recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 27.

Being the same property conveyed unto Clarence C. Crandall and wife by James B. Mayo and wife by deed dated May 16, 1958 and recorded among the aforesaid Land Records in Liber G.T.C. 1205, Folio 61.

The above property is improved by a new dwelling with the following items to be completed: Floors to be finished; Grading to be done and Plumbing partially completed.

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

For further particulars, apply to:

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

Ju-11.

LIBER 123 PAGE 68 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1959

We hereby certify, that the annexed

Attorney's Sale

Clarence C. Crandall
Folio 63 - 2:30 P.M.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of June, 1959. The first insertion being made the 21st day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JUN 15 By [illegible]

1959 JUN 17 PM 3:17

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

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Clarence C. Crandall and M. Jeannette Crandall, his wife, dated May 16, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1205, Folio 63, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Monday, June 15, 1959

AT 2:30 O'CLOCK P.M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 16 as shown on the Plat of Brownshade recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 27.

Being the same property conveyed unto Clarence C. Crandall and wife by James B. Mayo and wife by deed dated May 16, 1958 and recorded among the aforesaid Land Records in Liber G.T.C. 1205, Folio 61.

The above property is improved by a new dwelling with the following items to be completed: Floors to be finished; Grading to be done and Plumbing partially completed.

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

For further particulars, apply to:

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

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

12

Monday, June 15, 1959
Annapolis, Maryland

I hereby certify that I have this 15th day of June, 1959, sold the property of William W. Townshend, Jr., Attorney, known as Lot No. 16, Plat of Brownshade, Glen Burnie, Maryland, unto Henry J. Strohecker and Stephen P. Provenza, co-partners, trading as Security Realty Co. at and for the sum of
Fourteen Thousand Seven Hundred Fifty Dollars ($14,750.00) they being then and there the highest bidder(s) therefor.

Robert H. Campbell
Auctioneer

Monday, June 15, 1959
Annapolis, Maryland

I/We hereby certify that I/we have this 15th day of June, 1959, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 16, Plat of Brownshade, Glen Burnie, Maryland, at and for the sum of
Fourteen Thousand Seven Hundred Fifty Dollars ------($14,750.00)

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

HENRY J. STROHECKER & STEPHEN P. PROVENZA
CO-PARTNERS, T/A- SECURITY REALTY Co

Henry J. Strohecker
Purchaser

Stephen P. Provenza
Purchaser

co-partners, trading as
Security Realty Co.

FILED
1959 JUN 17 PM 3:17

LIBER 123 PAGE 71

In the matter of the mortgaged real	: No. 13,240	Equity
estate of Clarence C. Crandall and	: In the Circuit Court for	
M. Jeannette Crandall, his wife	: Anne Arundel County	

REPORT OF SALE

To the Honorable, the Judges of said Court:

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

That under and by virtue of a power of sale contained in a mortgage from Clarence C. Crandall and M. Jeannette Crandall, his wife, dated May 16, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1205, Folio 63, said William W. Townshend, Jr., Attorney named in mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, June 15, 1959, at 2:30 o'clock P.M., and then and there sold the said property unto Henry J. Strohecker and Stephen P. Provenza, co-partners, trading as Security Realty Co., at and for the sum of Fourteen Thousand Seven Hundred Fifty Dollars ($14,750.00), being at that figure the highest bidders therefor, said property described as follows:

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 16 as shown on the Plat of Brownshade recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 27.

FILED

1959 JUN 17 PM 3:17

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of June, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

ORDER NISI

In the Matter of the Mortgaged Real Estate of Clarence C. Crandall and M. Jeannette Crandall, his wife

versus

LIBER 123 PAGE 73

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,240 Equity

Ordered, this 17th day of June, 19 59, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshned, Jr. 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 $ 14,750.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 JUN 17 PM 3:17

TEST: _____ Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of Clarence C. Crandall and M. Jeannette Crandall, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of July, 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 Nicholson
JUDGE.

FILED
1959 JUL 31 AM 10:46

16

LIBER 123 PAGE 74

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

LIBER 10 PAGE 27
60 JOHN STREET
NEW YORK

ADDITIONAL BOND

BOND NO. 298332

Equity No. 13,240

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN HUNDRED AND FIFTY AND 00/100 ($750.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 19th day of June, 1959.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Clarence C. Crandall and M. Jeanette Crandall, his wife, dated May 16th-1958, to the United Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County Liber G.T.C. No. 1205 Folio 63, the said William W. Townshend Jr. as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon, in whole or in part; and

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

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

Witness as to Principal:

Alice Gary

Witness as to Surety:

M. S. Kraus

M.S. Kraus

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

NEW AMSTERDAM CASUALTY COMPANY

By John F. Kennedy Jr.
JOHN F. KENNEDY JR Attorney-in-fact

Additional Bond filed and approved this 22nd day of June 1959
George T. Cromwell, Clerk

FILED
1959 JUN 22 AM 11:00

17

LIBER 123 PAGE 75

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~xxx~~
Clarence C. Crandall
and
M. Jeannette Crandall, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,240 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, in accordance with the Court's Decree dated January 25, 1960.

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

January 30, 1960

FILED
1960 FEB -4 AM 9:04

Dr. In the Matter of the Mortgaged Real Estate of Clarence C. Crandall and M. Jeannette Crandall, his wife

in ac.

To Attorney for Commissions, viz:	476	06		
To Attorney for Fee, viz:	100	00	576	06
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - first Court costs	38	00		
Clerk of Court - additional costs	17	50		
Joseph W. Alton - Sheriff's costs	2	50		
Auditor - stating first account	27	00		
Auditor - stating second account	13	50	118	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (first account)	12	00		
Capital-Gazette Press - order nisi (second account)	12	00		
Speer Publications, Inc. - handbills	11	69		
New Amsterdam Casualty Co.-bond premiums	59	00		
Robert H. Campbell - auctioneer's fee	60	00		
Morgan & Ward, Agents - insurance premium to 8/1/59	10	00		
One-half Federal documentary stamps	8	25		
One-half State documentary stamps	16	50		
Alice Gary - notary fees	1	50	243	94
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission-1959 water and sewer benefit charges ($25.94) - 5 months 15 days	11	88	11	88
To United Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed	11,307	35	11,307	35
To Taylor's Plumbing & Heating Co., Inc.- in full for Mechanic's Lien claim filed 5/19/59, recorded in Liber G.T.C. #14 folio 395, viz:				
Debt $880.00				
Interest from 5/19/59 to 6/15/59 - 27 days 3.96				
Court costs 4.00	887	96		

To H. Willey & L. Kern - in full for Mechanic's Lien claim filed 7/7/59, recorded in Liber G.T.C. #14 folio 419, viz:			
Debt	$ 585.00		
Court costs	7.00		
		592 00	
To Charles Hildebrand Masonry Co., - this balance on account claim in #A-880 Law		1,141 46	2,621 42
			14,879 15
Principal balance due on above judgment		4,907 56	
Interest thereon from 11/15/58 to 6/15/59 - 7 months		173 46	
		5,081 02	
Court costs		19 75	
		5,100 77	
Cr. Amount allowed above		1,141 46	
Balance due		3,959 31	

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

1959						
June	15	Proceeds of Sale	14,750	00		
		Interest on deferred payment of $14,250.00 - 1 month 20 days	118	75	14,868	75
		Refund 1959 State and County taxes 6 months 15 days ($19.90)	10	40	10	40
					14,879	15

LIBER 123 PAGE 79

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Clarence C. Crandall and M. Jeannette Crandall, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,240 Equity.

ORDERED, This 4th day of February, 19 60, That the Second ~~Report and~~ Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

FILED 960 FEB -4 AM 9:04

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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.

D. Bowie Duckett

ORDER NISI

FILED
1960 MAR 15 PM 3:07

VERSUS

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

LIBER 123 PAGE 80

OFFICI 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. 13,240 Equity
In the Matter of the Mortgaged Real Estate of
CLARENCE C. CRANDALL and J. JEANNETTE CRANDALL, his wife

Ordered, this 4th day of February, 1960, That the Second Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of 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 14th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy TEST:
GEORGE T. CROMWELL, Clerk
F-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,240
Auditor Account

Clarence C. Crandall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of March, 1960. The first insertion being made the 11th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAR -1 AM 10:49

By Tilghman

No. M. G.

23

LORETTA GREEN 3012 Tulane Avenue New Orleans, Louisiana	:	
and	:	
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of Joseph Edward Cummings, Dec'd, late of Anne Arundel County, Maryland 421 Crain Highway, SE Glen Burnie, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
AMELIA KRAEMER, Widow 4930 Linndell Boulevard St. Louis, Missouri	:	ANNE ARUNDEL COUNTY
DR. EARL H. KENT 1130 Farm Road Orange, Texas	:	IN EQUITY No. 12,594 Equity
FRANK S. KENT 330 S. Cortez New Orleans, Louisiana	:	
JOHN E. KENT 4700 Stephen Girard Avenue New Orleans 22, Louisiana	:	
MRS. ANNA STZE 4815 Felicina Drive New Orleans 22, Louisiana	:	
and	:	
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JOSEPH EDWARD CUMMINGS, EDWARD J. CUMMINGS and MARY CUMMINGS, and all other unknown persons, whether residents of the State of Maryland or not, who may be interested in or claim to have an interest in or to any and all of the real estate described in these proceedings.	:	

- : - : - : - : - : -

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That your Oratrix, Loretta Green, is the daughter of Elizabeth Klapper Scully Elliott, deceased, who died May 22,

FILED

1958 MAR 28 PM 3:45

1917, that said Elizabeth Klapper Scully Elliott was a sister of Mary Klapper Cummings, the mother of Joseph Edward Cummings, deceased, that the said Joseph Edward Cummings died intestate in the County of Anne Arundel, State of Maryland, on December 19, 1956, was unmarried during his lifetime and died without issue; and that by Order of the Orphans Court of Anne Arundel County, dated December 27, 1956, letters of administration on the Estate of Joseph Edward Cummings were granted unto your Orator, Hopping & Kirkley Funeral Home, a partnership, a certified copy of the said letters of administration is filed herewith and marked "Complainant's Exhibit No. 1", and prayed to be taken as a part hereof.

2. That the said Joseph Edward Cummings, deceased, left personal property consisting of cash and securities having an approximate value of $6,000.00, and certain fee simple property, one parcel of which is located in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the metes and bounds, courses and distances of the same at a stone heretofore planted by the side of the Public Road leading to Baltimore it being the original beginning boundary of the hereinafter mentioned conveyance; and running thence bounding on the east side of said conveyance reverse thereof, south fourteen degrees and forty-five minutes west thirty-five and one quarter perches to a stone now planted in said line as a divisional boundary between William Turner and John Hood; thence running the line of division between said Turner and Hood, south sixty-three degrees and forty-five minutes east one hundred and ninety-two and one half perches to intersect the sixteenth line of the hereinafter mentioned conveyance from Alexander to Ellicott, at which place or spot

there is now a stone planted; thence running and bounding on said line reverse thereof, north fifty degrees east fifty-four and three quarter perches to the end of the seventh line of that part of said land now in possession of Richard Phelps; thence bounding on a line of said part thereof north seventy-two degrees and fifteen minutes west ninety-six perches to a stone heretofore planted at the end of the first line of the conveyance from Thomas S. Alexander to Andrew Ellicott, Jr., said stone is in the beginning boundary of said Phelp's part of said land; thence bounding on said first line reverse thereof north sixty-four degrees and forty-five minutes west, one hundred and twenty-seven and three quarter perches to the place of beginning.

BEING the same property which by deed dated the 13th day of March, 1935, and recorded among the Land Records of Anne Arundel County on March 15, 1935, in Liber F.A.M. No. 138, folio 99, was conveyed from John Thompson and Mary L. Thompson, his wife, to Joseph Edward Cummings.

3. That although your Orator, Hopping & Kirkley Funeral Home, has no direct interest in the real estate of the said Joseph Edward Cummings, and would not therefore be a proper party to this proceeding, he is required to make distribution of the personal estate, and he is also required by Section 157 of Article 81 of the Annotated Code of Maryland to secure the payment of inheritance taxes due on the real estate thereof, and that although your Orator has made diligent search for all of the heirs and next of kin at law of the said Joseph Edward Cummings, deceased, late of Anne Arundel County, and has discovered those parties who are likely to share in the said estate, your Orator does feel that there may be some question as to who shall be entitled to receive the real and personal estate thereunder and therefore joins in this proceeding to avoid a multiplicity of suits by other proceedings to determine the persons entitled

3

to take the real and personal estate thereunder, and to make distribution of the personal estate of the said Joseph Edward Cummings and to secure the payment of inheritance taxes due on the real estate of the said Joseph Edward Cummings in accordance with the determination of this Honorable Court.

4. That Joseph Edward Cummings, deceased, late of Anne Arundel County, State of Maryland, died intestate on December 19, 1956, and that he was the son of Edward J. Cummings and Mary Klapper Cummings, both of New Orleans, State of Louisiana, and that at the time of Joseph Edward Cummings' death, both of his parents were deceased; that his father, the said Edward J. Cummings, did abandon and desert him and his mother around the year 1898 as can best be determined by your Orator, and is presumably dead without other issue, and has not been seen or heard of since that time; and that his mother, the widow of Edward J. Cummings, died January 20, 1901, in New Orleans, State of Louisiana.

5. That your Orator, although having made a diligent search, is unable to determine the names and times or places of death of the grandparents of the said Joseph Edward Cummings, and it is presumed that they are dead without other issue than mentioned herein, but it has been determined that the mother of Joseph Edward Cummings, Mary Klapper Cummings, died January 20, 1901, and was survived by two sisters, viz: Amelia Klapper, unmarried, without issue, who died intestate, December 20, 1910, in New Orleans, Louisiana, and Elizabeth Klapper Scully Elliott, who died intestate May 22, 1917, in New Orleans, Louisiana; and that the said Elizabeth Klapper Scully Elliott was survived by three daughters, viz: Amelia Kraemer, widow, one of the respondents herein, presently residing at 4930 Linndell Boulevard, St. Louis, Missouri; Loretta Green, Widow, your Oratrix herein,

4

presently residing at 3012 Tulane Avenue, New Orleans, Louisiana, and Mary Scully Kent, deceased, who died on June 22, 1952, and who is survived by four children, namely: Earl H. Kent, Frank S. Kent, John E. Kent and Anna Stze, all of whom have been joined in these proceedings as respondents, even though your Orator does not feel that they are entitled in any way to share in the said estate of the said Joseph Edward Cummings because there is no representation among collateral heirs of the decedent in the State of Maryland, and your Orator feels that in the absence of any other heirs and next of kin who have not yet been determined or ascertained then in that event your Oratrix, Loretta Green, and the Respondent, Amelia Kraemer, will be entitled to the whole, share and share alike, of the estate of the said Joseph Edward Cummings, deceased, late of Anne Arundel County, State of Maryland.

6. That as one of the heirs of the said Joseph Edward Cummings, deceased, your Oratrix, Loretta Green, is a concurrent owner along with Amelia Kraemer aforementioned, and possibly others as the court may determine, the aforementioned and described fee simple property located in the Fourth Election District of Anne Arundel County, State of Maryland, comprising approximately sixty acres; that the said real estate was once used as a small farm and is improved by several deteriorated outbuildings; and that the said real estate is not susceptible of division in kind without material loss or injury; that in order to make a division thereof it is necessary that the said real estate be sold and the proceeds divided among the persons entitled thereto, according to their respective interests; that the said real estate is unoccupied and it will be to the advantage of all parties having interest in the property to have it sold at the earliest possible date.

TO THE END THEREFORE:

That this Honorable Court

1. Decree that the fee simple property, the subject of this proceeding, and being more fully described herein, comprising approximately sixty acres of land be sold and appoint a trustee to make such sale and distribute the proceeds among the parties entitled thereto.

2. To determine and decree the persons entitled to take the real and personal estate of the said Joseph Edward Cummings, deceased, late of Anne Arundel County.

3. Grant such other and further relief as the nature of this case may require.

May it please Your Honor

To grant an order of publication directed to all non-resident respondents named herein, and any and all unknown heirs and next of kin of the said Joseph Edward Cummings, deceased, late of Anne Arundel County, and any and all unknown heirs and next of kin of Edward Joseph Cummings, deceased, and any and all heirs and next of kin of Mary Klapper Cummings, deceased, whether residents of the State of Maryland or not, and all other unknown persons whether residents of the State of Maryland or not who may be interested in or may claim an interest in the estate of the said Joseph Edward Cummings or the real estate described herein, giving notice of the objects of this proceeding and warning them and each of them to appear in this Court in person or by solicitor on or before a day to be named therein and answer the premises, assert their claims, if any they may have, in the estate of the said Joseph Edward Cummings, and the real estate particularly mentioned and described herein and show cause, if any they may have, why a decree should not be passed as prayed.

6

AND AS IN DUTY BOUND, ETC.

Mrs. Loretta Green
Loretta Green

George Sachse
George Sachse
Solicitor for Loretta Green

HOPPING and KIRKLEY FUNERAL HOME,
a partnership, Administrator of
Estate of Joseph Edward Cummings

By James S. Kirkley
James S. Kirkley

John S. Collins
John S. Collins
Solicitor for Hopping and Kirkley
Funeral Home, a partnership,
Administrator of Estate of Joseph
Edward Cummings

7

Maryland, Sct:

THE STATE OF MARYLAND

To All Persons To Whom These Presents Shall Come — Greeting:

KNOW YE, That Joseph Edward Cummings

late of Anne Arundel County, deceased, hath died intestate, and administration of all the goods, chattels, credits, and personal estate of the said deceased, is hereby granted and committed unto Hopping & Kirkley Funeral Home, a partnership

who is appointed Administrator of the said deceased.

Witness, Owen E. Owens Esq.,

Chief Justice of the Orphans' Court of Anne Arundel County, this 27" day of December in the year of our Lord nineteen hundred and fifty-six.

Test:

H. Stanley Clark

Register of Wills for Anne Arundel County.

[illegible]

FILED

~~1958 MAR 28 PM 4:51~~

FILED

1958 MAR 29 AM 10:26

LORETTA GREEN 3012 Tulane Avenue New Orleans, Louisiana	:	
and	:	IN THE
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of Joseph Edward Cummings, Dec'd, late of Anne Arundel County, Maryland 421 Crain Highway, SE Glen Burnie, Maryland	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
AMELIA KRAEMER, Widow 4530 Linndell Boulevard St. Louis, Missouri	:	
DR. EARL H. KENT 1130 Farm Road Orange, Texas	:	
FRANK S. KENT 330 S. Cortez New Orleans, Louisiana	:	
JOHN E. KENT 4700 Stephen Girard Avenue New Orleans 22, Louisiana	:	
MRS. ANNA STZE 4815 Felicina Drive New Orleans 22, Louisiana	:	
and	:	
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JOSEPH EDWARD CUMMINGS, EDWARD J. CUMMINGS and MARY CUMMINGS, and all other unknown persons, whether residents of the State of Maryland or not, who may be interested in or claim to have an interest in or to any and all of the real estate described in these proceedings.	:	

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ORDER OF PUBLICATION

The objects of this proceeding are to have a determination by the Court as to which persons are entitled to the real and personal estate of Joseph Edward Cummings, deceased, late of

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1958 MAR 29 AM 10:35

9

Anne Arundel County, to have a sale of certain fee simple real estate in lieu of partition in kind, and to appoint a trustee to make such sale and to distribute the proceeds among the parties entitled thereto.

The Bill of Complaint recites that your Oratrix, Loretta Green, is the daughter of Elizabeth Klapper Scully Elliott, deceased, who died May 22, 1917, that said Elizabeth Klapper Scully Elliott was a sister of Mary Klapper Cummings, the mother of Joseph Edward Cummings, deceased, that the said Joseph Edward Cummings died intestate in the County of Anne Arundel, State of Maryland, on December 19, 1956, was unmarried during his lifetime and died without issue; and that by Order of the Orphans Court of Anne Arundel County, dated December 27, 1956, letters of administration on the Estate of Joseph Edward Cummings were granted unto your Orator, Hopping & Kirkley Funeral Home, a partnership, a certified copy of the said letters of administration is filed herewith and marked "Complainant's Exhibit No. 1", and prayed to be taken as a part hereof;

that the said Joseph Edward Cummings, deceased, left personal property consisting of cash and securities having an approximate value of $6,000.00, and certain fee simple property, one parcel of which is located in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the metes and bounds, courses and distances of the same at a stone heretofore planted by the side of the Public Road leading to Baltimore it being the original beginning boundary of the hereinafter mentioned conveyance; and running thence bounding on the east side of said conveyance reverse thereof, south fourteen degrees and forty-five minutes

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west thirty-five and one quarter perches to a stone now planted in said line as a divisional boundary between William Turner and John Hood; thence running the line of division between said Turner and Hood, south sixty-three degrees and forty-five minutes east one hundred and ninety-two and one half perches to intersect the sixteenth line of the hereinafter mentioned conveyance from Alexander to Ellicott, at which place or spot there is now a stone planted; thence running and bounding on said line reverse thereof, north fifty degrees east fifty-four and three quarter perches to the end of the seventh line of that part of said land now in possession of Richard Phelps; thence bounding on a line of said part thereof north seventy-two degrees and fifteen minutes west ninety-six perches to a stone heretofore planted at the end of the first line of the conveyance from Thomas S. Alexander to Andrew Ellicott, Jr., said stone is in the beginning boundary of said Phelp's part of said land; thence bounding on said first line reverse thereof north sixty-four degrees and forty-five minutes west, one hundred and twenty-seven and three quarter perches to the place of beginning;

being the same property which by deed dated the 13th day of March, 1935, and recorded among the Land Records of Anne Arundel County on March 15, 1935, in Liber F.A.M. No. 138, folio 99, was conveyed from John Thompson and Mary L. Thompson, his wife, to Joseph Edward Cummings;

that although your Orator, Hopping & Kirkley Funeral Home, has no direct interest in the real estate of the said Joseph Edward Cummings, and would not therefore be a proper party to this proceeding, he is required to make distribution of the personal estate, and he is also required by Section 157 of Article 81 of the Annotated Code of Maryland to secure the payment of inheritance taxes due on the real estate thereof,

and that although your Orator has made diligent search for all of the heirs and next of kin at law of the said Joseph Edward Cummings, deceased, late of Anne Arundel County, and has discovered those parties who are likely to share in the said estate, your Orator does feel that there may be some question as to who shall be entitled to receive the real and personal estate thereunder and therefore joins in this proceeding to avoid a multiplicity of suits by other proceedings to determine the persons entitled to take the real and personal estate thereunder, and to make distribution of the personal estate of the said Joseph Edward Cummings and to secure the payment of inheritance taxes due on the real estate of the said Joseph Edward Cummings in accordance with the determination of this Honorable Court;

that Joseph Edward Cummings, deceased, late of Anne Arundel County, State of Maryland, died intestate on December 19, 1956, and that he was the son of Edward J. Cummings and Mary Klapper Cummings, both of New Orleans, State of Louisiana, and that at the time of Joseph Edward Cummings' death, both of his parents were deceased; that his father, the said Edward J. Cummings, did abandon and desert him and his mother around the year 1898 as can best be determined by your Orator, and is presumably dead without other issue, and has not been seen or heard of since that time; and that his mother, the widow of Edward J. Cummings, died January 20, 1901, in New Orleans, State of Louisiana;

that your Orator, although having made a diligent search, is unable to determine the names and times or places of death of the grandparents of the said Joseph Edward Cummings, and it is presumed that they are dead without other issue than mentioned herein, but it has been determined that the mother of Joseph Edward Cummings, Mary Klapper Cummings, died January 20, 1901, and was survived by two sisters, viz: Amelia Klapper,

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unmarried, without issue, who died intestate, December 20, 1910, in New Orleans, Louisiana, and Elizabeth Klapper Scully Elliott, who died intestate May 22, 1917, in New Orleans, Louisiana; and that the said Elizabeth Klapper Scully Elliott was survived by three daughters, viz: Amelia Kraemer, widow, one of the respondents herein, presently residing at 4630 Linndell Boulevard, St. Louis, Missouri; Loretta Green, Widow, your Oratrix herein, presently residing at 3012 Tulane Avenue, New Orleans, Louisiana, and Mary Scully Kent, deceased, who died on June 22, 1952, and who is survived by four children, namely: Earl H. Kent, Frank S. Kent, John E. Kent and Anna Stze, all of whom have been joined in these proceedings as respondents, even though your Orator does not feel that they are entitled in any way to share in the said estate of the said Joseph Edward Cummings because there is no representation among collateral heirs of the decedent in the State of Maryland, and your Orator feels that in the absence of any other heirs and next of kin who have not yet been determined or ascertained then in that event your Oratrix, Loretta Green, and the Respondent, Amelia Kraemer, will be entitled to the whole, share and share alike, of the estate of the said Joseph Edward Cummings, deceased, late of Anne Arundel County, State of Maryland;

that as one of the heirs of the said Joseph Edward Cummings, deceased, your Oratrix, Loretta Green, is a concurrent owner along with Amelia Kraemer aforementioned, and possibly others as the court may determine, the aforementioned and described fee simple property located in the Fourth Election District of Anne Arundel County, State of Maryland, comprising approximately sixty acres; that the said real estate was once used as a small farm and is improved by several deteriorated outbuildings; and that the said real estate is not susceptible

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of division in kind without material loss or injury; that in order to make a division thereof it is necessary that the said real estate be sold and the proceeds divided among the persons entitled thereto, according to their respective interests; that the said real estate is unoccupied and it will be to the advantage of all parties having interest in the property to have it sold at the earliest possible date;

It is thereupon ordered this 29th day of March, 1958, by the Circuit Court of Anne Arundel County, that the Complainants, by causing a copy of this order to be inserted in some daily or weekly newspaper published in Anne Arundel County once each week for four successive weeks before the 5th day of May, 1958, give notice to Amelia Kraemer of St. Louis, Missouri, Dr. Earl H. Kent of Orange, Texas, Frank S. Kent, of New Orleans, Louisiana, John E. Kent of New Orleans, Louisiana and Mrs. Anna Stze of New Orleans, Louisiana, and any and all unknown heirs, devisees and next of kin of Joseph Edward Cummings, Edward J. Cummings and Mary Cummings, and all other unknown persons, whether residents of the State of Maryland or not, who may be interested in or claim to have an interest in or to any and all of the real estate described in this order of publication, warning them and each of them to appear in this Court in person or by solicitor, on or before the 6th day of June 1958, and answer the premises, assert their claims, if any they may have, in the estate of the said Joseph Edward Cummings or the real estate particularly mentioned and described herein and show cause, if any they may have, why a decree should not be passed as prayed.

George T. Cromwell
~~Judge~~
Clerk

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LIBER 123 PAGE 95

No. 12,594 Equity

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of Joseph Edward Cummings deceased, was on the 27" day of December in the year of our Lord one thousand nine hundred and fifty-six, granted and committed unto Hopping & Kirkley Funeral Home

who was then and there appointed Administrator of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 31" day of March in the year of our Lord nineteen hundred and fifty-eight.

TEST:

H. Stanley Clark

Register of Wills for Anne Arundel County.

FILED

1958 APR -3 PM 3:52

15

two and one half perches to intersect the sixteenth line of the hereinafter mentioned conveyance from Alexander to Ellicott, at which place or spot there is now a stone planted; thence running and bounding on said line reverse thereof, north fifty degrees east fifty-four and three quarter perches to the end of the seventh line of that part of said land now in possession of Richard Phelps; thence bounding on a line of said part thereof north seventy-two degrees and fifteen minutes west ninety-six perches to a stone heretofore planted at the end of the first line of the conveyance from Thomas S. Alexander to Andrew Ellicott, Jr., said stone is in the beginning boundary of said Phelps' part of said land; thence bounding on said first line reverse thereof north sixty-four degrees and forty-five minutes west, one hundred and twenty-seven and three quarter perches to the place of beginning;

being the same property which by deed dated the 13th day of March, 1935, and recorded among the Land Records of Anne Arundel County on March 15, 1935, in Liber F.A.M. No. 138, follo 99, was conveyed from John Thompson and Mary L. Thompson, his wife, to, Joseph Edward Cummings;

that although your Orator, Hopping & Kirkley Funeral Home, has no direct interest in the real estate of the said Joseph Edward Cummings, and would not therefore be a proper party to this proceeding, he is required to make distribution of the personal estate, and he is also required by Section 157 of Article 81 of the Annotated Code of Maryland to secure the payment of inheritance taxes due on the real estate thereof, and that although your Orator has made diligent search for all of the heirs and next of kin at law the said Joseph Edward Cummings, deceased, late of Anne Arundel County, and has discovered those parties who are likely to share in the said estate, your Orator does feel that there may be some question as to who shall be entitled to receive the real and personal estate thereunder and therefore joins in this proceeding to avoid a multiplicity of suits by other proceedings to determine the persons entitled to take the real and personal estate thereunder, and to make distribution of the personal estate of the said JosJeph Edward Cummings and to secure the payment of inheritance taxes due on the real estate of the said Joseph Edward Cummings in accordance with the determination of this Honorable Court;.

that Joseph Edward Cummings, deceased, late of Anne Arundel County, State of Maryland, died intestate on December 19, 1956, and that he was the son of Edward J. Cummings and Mary Klapper Cummings, both of New Orleans, State of Louisiana, and that at the time of Joseph Edward Cummings' death, both of his parents were deceased; that his father, the said Edward J. Cummings, did abandon and desert him and his mother around the year 1898 as can best be determined by your Orator, and is presumably dead without other issue, and has not been seen or heard of since that time; and that his mother, the widow of Edward J. Cummings, died January 20, 1901, in New Orleans, State of Louisiana;

that your Orator, although having made a diligent search, is unable to determine the names and times or places of death of the grandparents of the said Joseph Edward Cummings, and it is presumed that they are dead without other issue than mentioned herein, but it has been determined that the mother of Joseph Edward Cummings, Mary Klapper Cummings, died January 20, 1901, and was survived by two sisters, viz: Amelia Klapper, unmarried, without issue, who died intestate, December 20, 1910, in

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 12,594 EQUITY

LORETTA GREEN
3012 Tulane Avenue
New Orleans, Louisiana
and
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of Joseph Edward Cummings, Dec'd, late of Anne Arundel County, Maryland
421 Crain Highway, SE
Glen Burnie, Maryland
vs.
AMELIA KRAEMER, Widow
4930 Linndell Boulevard
St. Louis, Missouri
DR. EARL H. KENT
1130 Farm Road
Orange, Texas
FRANK S. KENT
330 S. Cortez
New Orleans, Louisiana
JOHN E. KENT
4700 Stephen Girard Avenue
New Orleans 22, Louisiana
MRS. ANNA STZE
4815 Felicina Drive
New Orleans 22, Louisiana
and
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JOSEPH EDWARD CUMMINGS, EDWARD J. CUMMINGS AND MARY CUMMINGS, and all other unknown persons, whether residents of the State of Maryland or not, who may be interested in or claim to have an interest in or to any and all of the real estate described in these proceedings.

published in Anne Arundel County once each week for four successive weeks before the 5th day of May, 1958, give notice to Amelia Kraemer of St. Louis, Missouri, Dr. Earl H. Kent of Orange, Texas, Frank S. Kent, of New Orleans, Louisiana, John E. Kent of New Orleans, Louisiana and Mrs. Anna Stze of New Orleans, Louisiana, and any and all unknown heirs, devisees and next of kin of Joseph Edward Cummings, Edward J. Cummings and Mary Cummings, and all other unknown persons, whether residents of the State of Maryland or not, who may be interested in or claim to have an interest in or to any and all of the real estate described in this order of publication, warning them and each of them to appear in this Court in person or by solicitor, on or before the 6th day of June, 1958, and answer the premises, assert their claims, if any they may have, in the estate of the said Joseph Edward Cummings or the real estate particularly mentioned and described herein and show cause, if any they may have, why a decree should not be passed as prayed.

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

Order Of Publication

The objects of this proceeding are to have a determination by the Court as to which persons are entitled to the real and personal estate of Joseph Edward Cummings, deceased, late of Anne Arundel County, to have a sale of certain fee simple real estate in lieu of partition in kind, and to appoint a trustee to make such sale and to distribute the proceeds among the parties entitled thereto.

The Bill of Complaint recites that your Oratrix, Loretta Green, is the daughter of Elizabeth Klapper Scully Elliott, deceased, who died May 22, 1917, that said Elizabeth Klapper Scully Elliott was a sister of Mary Klapper Cummings, the mother of Joseph Edward Cummings, deceased, that the said Joseph Edward Cummings died intestate in the County of Anne Arundel, State of Maryland, on December 19, 1956, was unmarried during his lifetime and died without issue; and that by Order of the Orphans Court of Anne Arundel County, dated December 27, 1956, letters of administration on the Estate of Joseph Edward Cummings were granted unto your Orator, Hopping & Kirkley Funeral Home, a partnership, a certified copy of the said letters of administration is filed herewith and marked "Complainant's Exhibit No. 1", and prayed to be taken as a part hereof;

that the said Joseph Edward Cummings, deceased, left personal property consisting of cash and securities having an approximate value of $6,000.00, and certain fee simple property, one parcel of which is located in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the metes and bounds, courses and distances of the same at a stone beretofore planted by the side of the Public Road leading to Baltimore it being the original beginning boundary of the hereinafter mentioned conveyance; and running thence bounding on the east side of said conveyance reverse thereof, south fourteen degrees and forty-five minutes west thirty-five and one quarter perches to a stone now planted in said line as a divisional boundary between William Turner and John Hood; thence running the line of division between said Turner and Hood, south sixty-three degrees and forty-five minutes east one hundred and ninety-

New Orleans, Louisiana, and Elizabeth Klapper Scully Ellicott, who died intestate May 22, 1917, in New Orleans, Louisiana; and that the said Elizabeth Klapper Scully Elliott was survived by three daughters, viz: Amelia Kraemer, widow, one of the respondents herein, presently residing at 4930 Linndell Boulevard, St. Louis, Missouri; Lorretta Green, Widow, your Oratrix herein, presently residing at 3012 Tulane Avenue, New Orleans, Louisiana, and Mary Scully Kent, deceased, who died on June 22, 1952, and who is survived by four children, namely; Earl H. Kent, Frank S. Kent, John E. Kent and Anne Stze, all of whom have been joined in these proceedings as respondents, even though your Orator does not feel that they are entitled in any way to share in the said estate of the said Joseph Edward Cummings because there is no representation among collateral heirs of the decedent in the State of Maryland, and your Orator feels that in the absence of any other heirs and next of kin who have not yet been determined or ascertained then in that event your Oratrix, Loretta Green, and the Respondent, Amelia Kraemer, will be entitled to the whole, share and share alike, of the estate of the said Joseph Edward Cummings, deceased, late of Anne Arundel County, State of Maryland;

that as one of the heirs of the said Joseph Edward Cummings, deceased, your Oratrix, Lorretta Green, is a concurrent owner along with Amelia Kraemer aforementioned, and possibly others as the court may determine, the aforementioned and described fee simple property located in the Fourth Election District of Anne Arundel County, State of Maryland, comprising approximately sixty acres; that the said real estate was once used as a small farm and is improved by several deteriorated outbuildings; and that the said real estate is not susceptible of division in kind without material loss or injury; that in order to make a division thereof it is necessary that the said real estate be sold and the proceeds divided among the persons entitled thereto, according to their respective interests; that the said real estate is unoccupied and it will be to the advantage of all parties having interest in the property to have it sold at the earliest possible date.

It is thereupon ordered this 29th day of March 1958, by the Circuit Court of Anne Arundel County, that the Complainants, by causing a copy of this order to be inserted in some daily or weekly newspaper

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 37

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1958

We hereby certify, that the annexed Order of Publication Eq. 12,594 Property Estate of Joseph Edward Cummings, deceased

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of May, 1958. The first insertion being made the 3rd day of April, 1958.

THE CAPITAL-GAZETTE PRESS. INC.

FILED

1958 MAY -5 PM 1:48

By H. Tilghman

LORETTA GREEN	:	IN THE
and	:	CIRCUIT COURT
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of Estate of Joseph Edw. Cummings	:	FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
AMELIA KRAEMER, Widow, et al.	:	No. 12,594

- :- : - : - : - : -:- : - : - : -

AFFIDAVIT OF NOTICE TO RESPONDENTS

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

Before me, personally appeared JOHN S. COLLINS and GEORGE SACHSE, attorneys for plaintiffs, who being by me first duly sworn upon their oath do depose and say:

That notice of the pending action was given to each of the respondents by sending a certified copy of the order of publication in the above entitled case by registered mail to each of the respondents herein and that the return receipts indicate that each of the said respondents or their agents did receive a copy of the said certified copy of the order of publication.

George Sachse

George Sachse, Attorney for Loretta Green, Complainant

John S. Collins, Attorney for Hopping & Kirkley Funeral Home, a partnership, Administrator of Estate of Joseph Edward Cummings, Dec'd

Subscribed and sworn to before me, this 15th day of Aug., 1958.

Mary Harrison

Mary Harrison, Notary Public

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1958 AUG 16 AM 9:39

17

LIBER 123 PAGE 99

LORETTA GREEN	:	IN THE
and	:	CIRCUIT COURT
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of Estate of Joseph Edw.Cummings	:	FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
AMELIA KRAEMER, Widow, et al.	:	No. 12,594
	:	

- : - : - : - : - : -

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 James S. Kirkley, partner of Hopping & Kirkley Funeral Home, Administrator of Estate of Joseph Edward Cummings, and made oath in due form of law that he knows the defendant herein, and that to the best of his 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.

James S. Kirkley
Affiant

Subscribed and sworn to before me
this 17th day of Feb.,
1959.

Mary Harrison
Notary Public

FILED
1959 FEB 17 AM 11:59

18

LORETTA GREEN	:	IN THE
and	:	CIRCUIT COURT
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of Estate of Joseph Edw. Cummings	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
AMELIA KRAEMER, Widow, et al.	:	IN EQUITY
	:	No. 12,594

- : - : - : - : - : -

DECREE PRO CONFESSO

The Respondents, Amelia Kraemer, Dr. Earl H. Kent, Frank S. Kent, John E. Kent, Anna Stze, and any and all unknown heirs, devisees and next of kin of Joseph Edward Cummings, Edward J. Cummings and Mary Cummings, and all other unknown persons, after order of publication duly published, having failed to appear to the bill of complaint and answer same according to the command of the said order of publication.

IT IS, THEREUPON, this 17th day of February, 1958, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that the said bill of complaint be, and the same is hereby, taken pro confesso against said Respondents.

AND IT IS FURTHER ORDERED that leave is hereby granted to the complainants 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 respondents above set forth, who are known to the complainants, of the time and place of taking of testimony.

Benjamin Michaelson
Judge

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1959 FEB 17 PM 3:45

19

LIBER 123 PAGE 101

LORETTA GREEN and HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of Joseph Edward Cummings, Dec'd, late of Anne Arundel County, Maryland vs. AMELIA KRAEMER, Widow DR. EARL H. KENT FRANK S.KENT JOHN E. KENT MRS. ANNA STZE Any and all unknown heirs, devisees and next of kin of Joseph Edward Cummings, Edward J. Cummings and Mary Cummings, etc.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 12,594

- : - : - : - : - : -

NOTICE TO TAKE DEPOSITION

In accordance with the Maryland Rules of Procedure relating to Depositions and Discovery, you are hereby given notice that on Wednesday, March 25, 1959, at 2:00 P.M., at the office of James B. O'Neill, Attorney at Law, 810 Maritime Bldg., 203 Carondelet Street, New Orleans 12, Louisiana, the plaintiffs, Loretta Green and Hopping and Kirkley Funeral Home, will take the deposition of the following named person on oral examination before Dietrich & Witt, Court Reporters and Notaries Public, or before any other duly qualified officer:

Loretta Green
3012 Tulane Avenue
New Orleans, Louisiana

George Sachse
Solicitor for Loretta Green
102 Crain Highway
Glen Burnie, Maryland

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1959 MAR 10 AM 9:37

John S. Collins
Solicitor for Hopping and Kirkley
Funeral Home, a partnership,
Administrator of Estate of Joseph
Edward Cummings
22 Baltimore-Annapolis Blvd.,NE
Glen Burnie, Maryland

I hereby certify that I have mailed a copy of the above Notice,by Certified Mail, to Amelia Kraemer, 3012 Tulane Avenue, New Orleans, Louisiana, Dr. Earl H. Kent, 1130 Farm Road, Orange, Texas, Frank S. Kent, 330 S. Cortez, New Orleans, Louisiana, John E. Kent, 4700 Stephen Girard Avenue, New Orleans 22, Louisiana, and Mrs. Anna Stze, 4815 Felicina Drive, New Orleans 22, Louisiana, on this 3rd day of March, 1959.

George Sachse

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LIBER 123 PAGE 103

LORETTA GREEN, et al	:	IN
Plaintiffs	:	THE CIRCUIT COURT
vs.	:	FOR
AMELIA KRAEMER, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 12,594 EQUITY

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

May 5, 1959

Present:

Mr. George Sachse, Solicitor for Plaintiff

Mr. John S. Collins, Solicitor for Plaintiff

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Henry M. Bachman, pages 2 - 4

Lawrence W. Hobbs, pages 5 - 8

James S. Kirkley, pages 9 - 15

FILED

1959 MAY 21 PM 2:35

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

(Mr. Sachse)

1. Mr. Bachman, what is your name and address?

A. Henry M. Bachman, Severna Park, Maryland.

2. And what is your business?

A. I am in the real estate business.

3. Have you ever made appraisals?

A. I have made appraisals for the City of Annapolis, Anne Arundel County, Baltimore Gas and Electric Company, State Roads Commission and many individuals.

4. And how many years have you been in the real estate and appraising business?

A. Since 1946.

5. Did you have an occasion to appraise certain property consisting of 50.46 acres in the Fourth Election District of Anne Arundel County near Severn River, belonging to Joseph Edward Cummings, deceased, arising out of a bill of complaint filed in the Circuit Court, known as 12,594, pertaining to the partition sale and other matters of this property?

A. I did.

6. Would you give us an idea of the location of this land?

A. The land is located in the Fourth Election District of Anne Arundel County, near the Severn River.

7. When you say near the Severn River, would you infer that it would be waterfront property?

A. Oh, no, it is not waterfront. It is part of the Severn Run which feeds into the Severn River.

8. Which is a stream?

A. Which is a stream that runs through the rear end of the

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property.

9. Do you know what the acreage is according to the recorded deed?

A. From the plat that we observed it would be or the acreage was shown as 50.46 acres, more or less.

10. How much road frontage to the property?

A. The property, 50.46 acres has a road frontage of 532.5 feet; the depth on the south side is 3,144.8 feet; the rear width is 964.7 feet, and the north side is 3,657.1 feet, being a long narrow strip of land.

11. Did this property have any improvements on it?

A. The property is improved by some old buildings in the form of an old chicken house, an old tenant house and a garage which should be torn down. They are of no value.

12. What do you consider to be a fair appraisal per acre of the property?

A. In my opinion the property is worth $200.00 per acre.

13. Which would make a total evaluation of the land how much?

A. $10,092.00.

14. Did you appraise the buildings?

A. I put a nominal value of $50.00 on the buildings.

15. Which would make a total of the land and buildings? What was your round estimated appraisal?

A. My round figure appraisal was $10,200.00 for the entire tract.

16. Are you familiar with the general use of development property as well as agricultural property?

A. I am.

17. Would you say that this land could be reasonably di-

vided in two or more parcels without affecting the total evaluation?

A. I do not think it can be partitioned in that manner, due to the fact that it is a long narrow strip of property that is grown up in scrub pine and for a development it wouldn't give you enough width for much use to anyone, dividing property 532 feet wide in half. It wouldn't have any usuage as a small parcel of land.

18. You figure on the layout would be too much wasted land, with two hundred and some feet front along the strip?

A. It would require a road fifty feet wide which would take fifty feet right off of it, yes.

19. What was your charge for the appraisal and testimony in this case?

A. My charge for the appraisal and the testimony was $50.00.

20. Is this a copy of the written appraisal that you submitted addressed to George Sachse, dated March the 30th, 1959?

A. It is.

(APPRAISAL OF HENRY BACHMAN FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

(Mr. Collins waives cross examination)

4

25

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 Henry M. Bachman

Lawrence W. Hobbs, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Sachse)

1. Mr. Hobbs, what is your name and address?

A. Lawrence W. Hobbs, 7 Central Avenue, Glen Burnie, Maryland.

2. And what is your business, Mr. Hobbs?

A. Real estate broker.

3. Have you done any appraisal work?

A. Yes, I have appraised for the State of Maryland, the School Board, Sinclair Refining Company and private parties.

4. And how long have you been in the real estate business and making appraisals?

A. About fifteen and a half years.

5. Did you have an occasion to make an appraisal on the property that was originally described to and by Mr. Bachman?

A. Yes.

6. Did you look at the property in order to determine that appraisal?

A. Yes.

7. And do you agree as to the acreage and the dimensions as testified by Mr. Bachman?

A. Yes.

8. What was your evaluation per acre of the land?

A. Without considering the buildings, 50.46 acres at $200.00 per acre for a total of $10,092.00.

9. Did you notice any improvements on the land?

A. Such as they were, George. Three small chicken houses,

an old tenant house, and a partial garage.

10. And what would say the condition of the buildings are?

A. Very bad, very badly in need of repairs.

11. And what was your appraisal of these improvements?

A. $50.00.

12. What was your total evaluation of both land and improvements?

A. $10,142.00.

13. Is this a copy of your appraisal you submitted dated April 24th, 1959?

A. That is correct.

(APPRAISAL OF LAWRENCE W. HOBBS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

14. What is your opinion as to the feasibility of dividing this land in two or more parcels?

A. Well the property is awfully narrow, George. There is 532 foot front and to run a road through there is going to take fifty or sixty foot. It is going to eliminate part of it. It is going to be pretty hard to be subdivided, to subdivide that property. It is too narrow. It would be pretty hard to divide it, to subdivide it, if the property was divided.

15. What is your bill for appraisal and testimony?

A. $50.00 for appraisal and testimony.

16. What is the present condition and use of the property and do you feel that the property is income producing property at this time?

A. The property is not income producing at all. It has first and second growth pines on there. It would cost a lot of money to clean that off.

17. What do you think would be the highest utility use of the land for evaluation?

A. To sell it as a one parcel property as acreage and let anybody gamble on what they are buying it for.

18. Do you think the property value would be effected if the property were divided?

A. Yes, it would.

(Mr. Collins waives cross examination)

Sachse - I would like to introduce in the testimony letters dated April the 1st, 1958, sent to each of the defendants in this case, Equity No. 12,594, which letter was accompanied by a certified copy of the order of publication.

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

Sachse - I would also like to introduce in evidence a copy of notice to take deposition which wa s sent by certified mail to each of the defendants stating that deposition would be taken on Wednesday, March the 25th, 1959, at 2:00 p.m. at the office of James B. O'Neill, Attorney, in New Orleans, Louisana. It was sent to all of the defendants and we have attached thereto United States Post Office Receipts signed for or on behalf of each of the defendants in this case.

(LETTER WITH RETURN RECEIPTS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

Sachse - I would also like to introduce in the testimony the notice that was sent by certified

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mail to each of the defendants in this case, notifying them that testimony would be taken before an Examiner of this Court, John Rouse, Esq., at 3:00 p.m. on May the 5th, 1959, with United States Post Office receipts signed for or on behalf of each of the five defendants.

(NOTICE TO TAKE TESTIMONY AND RECEIPTS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

Sachse - I would also like to introduce in testimony a copy of the deposition of Mrs. Loretta Green, one of the plaintiffs in this case, which was taken in New Orleans, Louisana, on Wednesday March the 25th, 1959, at which time, beside the plaintiff, Loretta Green, two of the defendants, Amelia Kraemer and John E. Kent, were present in proper person.

(COPY OF DEPOSITION OF LORETTA GREEN FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer....No.....

Signature....James M. Hobbs.....

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James S. Kirkley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Sachse)

1. What is your name and address?

A. James S. Kirkley, 421 Crain Highway, S. E., Glen Burnie.

2. Are you a member of the Firm of Hopping and Kirkley, who are the administrators in the estate of Joseph Edward Cummings, deceased?

A. I am a partner in the firm, right.

3. You are also one of the parties plaintiff in this case of Equity 12,594?

A. I am.

4. Now Mr. Kirkley, what effort did you make and about when in order to determine heirs of Joseph Edward Cummings,deceased?

A. Well in August of 1957, in the company of Mr. Collins, we went to New Orleans, in order to search for heirs of the deceased, Joseph Cummings.

5. Do you know when Joseph Cummings died and where he lived?

A. December the 19th, 1956. He resided at that time in the Fourth Election District, I think the Post Office was Odenton.

6. Did you determine from your investigation as to who was the father of the deceased, Joseph Edward Cummings, whose estate you administered?

A. We found that Mr. Edward J. Cummings was the father of Joseph.

7. And did you see Mr. Cummings?

A. Mr. Cummings, as far as we could ascertain, deserted his

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wife and son in the year of 1898 and was never seen or heard of from that time forward.

8. What was his wife's name?

A. Mary Cummings, Mary E. Klapper.

9. And how many children did you determine from your investigation, that Mr. and Mrs. Cummings had?

A. Joseph Cummings was the only child.

10. Now Mary Cummings, you stated was the mother of the deceased Joseph Cummings?

A. Right.

11. Do you know whether she is living and if not, when she died?

A. She is deceased. Date of death, January the 20th, 1901 in New Orleans.

12. I show you a copy of a death certificate from New Orleans showing a deceased to be the widow of E. J. Cummings who died on the date that you stated. Is that the same as Mrs. Mary Cummings?

A. That is the same person, yes.

(DEATH CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

13. In your investigation of this, Mr. Kirkley, did you, what did you do in order to determine whether or not Edward J. Cummings, the father of the deceased in this case, was living?

A. Well we checked all the Court records, the death notices on microfilm through the Public Library in New Orleans; also in talking to the relatives, they said that they had tried to check and see what happened to the man and advertised in the newspapers for him, but no information

was ever received.

14. Now you previously testified that Mary Cummings, the mother of the said, Joseph Edward Cummings, died in 1901. Did you determine whether or not Mary Cummings had any sisters or brothers?

A. Mary Cummings had three sisters, had two sisters.

15. She was one of three children?

A. She was one of three children, correct.

16. Now when she died, whom did she leave surviving her of these three sisters?

A. She left surviving her, Amelia Klapper.

17. Was she married?

A. She was unmarried, and died December the 20th, 1910.

18. I show you a death certificate from the Bureau of Vital Records in New Orleans, Louisana, showing Amelia Klapper died December 20, 1910. Did you receive this certificate from the Clerk?

A. Yes, we did.

(DEATH CERTIFICATE OF AMELIA KLAPPER FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8)

19. What was the name of her other married sister?

A. Her other sister was named Elizabeth, also known as Lizzy, Elizabeth Scully.

20. In your investigation did you find that Elizabeth Scully was living or dead?

A. Elizabeth Scully was deceased, died May the 23rd, 1917.

21. What was her name at the time she died?

A. Her name at that time was Elliott.

22. Is this a death certificate that you received from the Bureau of Vital Statistics showing that Lizzy Klapper,

widow of William Scully and wife of Andrew Elliott, died May the 23rd, 1917?

A. This is the one.

(DEATH CERTIFICATE OF LIZZIE KLAPPER FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 9)

23. Now the unmarried sister of Mary Cummings, Amelia Klapper, did she leave any children?

A. No.

24. Did you determine whether or not the married sister, Elizabeth, known also as Lizzy Scully, left any children when she died?

A. We determined that Elizabeth Scully had four children during her marriage to William Scully. She had no children from the Elliott marriage.

25. Did you determine the names of the four children that were born to Elizabeth Scully?

A. The four children were one Edward Scully, who died before he became of age, unmarried and had no children. Loretta Green, who is a widow and still living. Amelia Kraemer -- wait a minute, who is plaintiff in this case.

26 That is Loretta Green?

A. Yes. Amelia Kraemer, who is a widow and still living, who is one of the defendant s in this case. And Mary Scully Kent, who died a widow, June the 22nd, 1952.

27. And whom did she leave surviving her as to her children?

A. She left surviving her four children. Earl H. Kent, Frank S. Kent, John E. Kent, and Anna Stze, all of whom are defendant s in this case.

28. Do you have any cash funds at hand as administrator of the estate of the said Joseph Edward Cummings?

A. Yes, we do.

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29. Did he leave any real estate?

A. Yes, he left real estate which has already been described by the appraisers who have already testified.

30. Is that the real estate that is described in the bill of complaint filed in these proceedings?

A. It is.

31. Now have you viewed the real estate?

A. I have.

32. Does it have any buildings on it?

A. Such as are, some old outbuildings.

33. And what is your opinion as to whether or not this property could be divided in two or more parcels?

A. Personally no, without loss in value.

34. In other words you feel it could be better disposed of as a whole rather than to divide it into parcels and sell the parcels?

A. Yes, I do.

35. What is your purpose as being the administrator of the estate of Joseph Edward Cummings and for being a plaintiff in this case?

A. We wish the Court to determine distribution to the proper heirs. I, as one of the Administrators, can not determine who should receive the distribution of the estate of the deceased.

36. Are all of the parties, both plaintiff and defendant that you could determine may be possibly be heirs, of full legal age?

A. As they are, yes.

37. Do you wish the Court to determine the heirs who are entitled to distribution of this estate and also pass a

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decree embodying the right to sell this property in lieu of partition?

A. Yes.

38. The death certificate shows that the wife of Edward Joseph Cummings died in 1901 at the age of 37 years. If he were of the same age as she, at the present time he would be 96 years old, is that correct?

A. Yes.

39. From your investigation of Joseph Edward Cummings, deceased, did you determine whether or not he was married or single?

A. Joseph Edward Cummings was single.

40. And do you know of any other heirs from your investigation that he left other than those whom we have included as possible heirs as parties defendant in this suit and party plaintiff in this suit?

A. No.

41. Did he leave a will or did he die intestate?

A. He died intestate.

42. What relationship did you determine that Mrs. Green, the plaintiff inthis case, and Mrs. Kraemer, one of the defendants in this case, are to the deceased Joseph Edward Cummings?

A. We found that Mrs. Kraemer and Mrs. Green are first cousins to Joseph Cummings.

43. Did you find anyone closer in relationship than Mrs. Green and Mrs. Kraemer?

A. No.

44. Did you find anyone of the same degree of relationship as Mrs. Green and Mrs. Kraemer to the deceased?

A. No.

37

45. Do you have any evidence of the opinion of the family as to whether or not Edward Joseph Cummings, father of the deceased, Joseph Edward Cymmings, was dead or assumed to be dead or alive at the time his wife, Mary Cummings, died in 1901?

A. According to the death certificate of Mrs. Cummings, she was listed as a widow at the time of her death in 1901.

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....James A. Kirkley

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

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

Witness my hand and seal this 21st day of May, 1959.

John G. Rouse, Jr. Examiner (SEAL)
John G. Rouse, Jr., Examiner

J.R. $10.00 fd JGR 2.
S.M. $15.00 fd S.M.

SPECIALIZING IN WATERFRONT REAL ESTATE

HENRY M. BACHMAN
REALTOR
REAL ESTATE AND INSURANCE
TRADING AS J. BROOKS MELLOR
SEVERNA PARK, MARYLAND

PHONES: OFFICE SEVERNA PARK 202
RESIDENCE SEVERNA PARK 467-M

LIBER 123 PAGE 122

30 March 1959

Mr. George Sachse
Attorney at Law
102 Crain Highway N.W.
Glen Burnie, Maryland

Dear Mr. Sachse:

Pursuant to your requiest, I have carefully examined the real estate located in the 4th Election District of Anne Arundel County, Maryland near Severn River, known as the real estate in the Estate of the Late Joseph E. Cummings and this appraisal is valued as of 21 December 1956, to estimate the Fair Market Value of the real estate.

The subject property consists of a tract of land which contains 50.46 acres. At one time there was a frame house on the property which has burned to the ground. There still remains an old chicken house, two-car garage and tenant house all of which are unusuable and should be removed. The 50.46 acres has road frontage of 532.5 feet; the depth of the south side is 3,144.8 feet; the rear width is 964.7 feet and the north side is 3,657.1 feet, being a long narrow strip of land which, in my opinion, cannot be partitioned. The subject tract of land is grown up in scrub Pine and it is level. The soil is known as "Collington Fine Sandy Loam. The drainage is excellent. Most of this type soil is used for farming in Anne Arundel County.

The Utilities available are telephone service and electricity.

The property is zoned "Agricultural".

I have located one comparable recent sale in 1953 Victor Sullin sold to Herbert Cohn, Attorney, 100 acres, approximately 90% cleared, for $250.00 per acre. This property is located on the New Cut Road approximately one mile from subject property.

I therefore value the 50.46 acres of land at $200.00 per acre. The old chicken house, tenant house and garage I value at $50.00. The well on the property has no value.

The Fair Market Value of the 50.46 acres	$10,092.00
The Fair Market Value of the old buildings	50.00
	$10,142.00

SAY - Ten Thousand Two Hundred Dollars - - - $10,200.00.

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HENRY M. BACHMAN
REALTOR
REAL ESTATE AND INSURANCE
TRADING AS J. BROOKS MELLOR
SEVERNA PARK, MARYLAND

PHONES: OFFICE SEVERNA PARK 202
RESIDENCE SEVERNA PARK 467-M

I, the undersigned, do hereby certify that to the best of my knowledge and belief, the statements and opinions contained in this report are correct; also, that I have no present or contemplated future interest in the property appraised; also, that this report is made in conformity with the standards of practices of the National Association of Real Estate Boards.

Henry M Bachman
Henry M. Bachman
Realtor - Appraiser

Examiner's Exhibit No 1
Green, et al v. Kraemer, et al. Eq No 12524
John S. Rowe L. Examiner

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1959 MAY 21 PM 2:35

42

BARRON AND HOBBS - - - *Realtors*

SALES • RENTALS • MORTGAGES • MANAGEMENT

PROFESSIONAL BUILDING
7 CENTRAL AVENUE
GLEN BURNIE, MD.

SOUTHFIELD 6-1881

April 24, 1959

Re: Estate of Joseph E. Cummings

That according to the best skill and judgment, the sum of Ten thousand one hundred forty two dollars ($10,142.00) is a just valuation of said real estate, as set out in the schedule below:

$10,092.00	50.46 Acres, at $200.00 per acres, 1st. and 2nd. growth pines. Land not acceptable for division.
50.00	3 chicken houses, in need of repair.
$10,142.00	Total valuation.

Lawrence W. Hobbs

Lawrence W. Hobbs

Examiner's Exhibit No 2
Green, et al v. Kreamer, et al. Eq No 12,594
John S. Rowe Jr. Examiner

FILED
1959 MAY 21 PM 2:35

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LIBER 123 PAGE 125

April 1, 1958

Mrs. Anna Stze
4815 Felicina Drive
New Orleans 22, Louisiana

Dear Mrs. Stze:

Re: Estate of Joseph Edward Cummings

I am enclosing herewith a certified copy of the Order of Publication, published in the local paper here in Anne Arundel County, concerning the above estate. The contents are self-explanatory. Should you have any questions concerning this matter, I suggest that you refer it to your own personal attorney.

Very truly yours,

John S. Collins

JSC:MH
Enc.
Sent Certified Mail
Return Receipt Requested

Examiner's Exhibit No. 3
Beer et al v. Kramer, et al Eq No 12594
John S. Rome L Examiner

FILED
1959 MAY 21 PM 2 35

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO: Mrs. Anna Stze

STREET AND NO.: 4815 Felicina Drive

CITY AND STATE: New Orleans 22, Louisiana

If you want a return receipt, check which: ☐ 7¢ shows to whom and when delivered ☐ 31¢ shows to whom, when, and address where delivered

POSTMARK OR DATE

No. 115102

POD Form 3800
Apr. 1955

LIBER 123 PAGE 126

April 1, 1958

Mr. John E. Kent
4700 Stephen Girard Avenue
New Orleans 22, Louisiana

Dear Mr. Kent:

Re: Estate of Joseph Edward Cummings

I am enclosing herewith a certified copy of the Order of Publication, published in the local paper here in Anne Arundel County, concerning the above estate. The contents are self-explanatory. Should you have any questions concerning this matter, I suggest that you refer it to your own personal attorney.

Very truly yours,

John S. Collins

JSC:MM
Enc.
Sent Certified Mail
Return Receipt Requested

45

APR 4

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

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

CSS—16—71548-4 GPO

No. 715606

RECEIPT FOR CERTIFI MAIL—15¢

SENT TO: Mr. John E. Kent

STREET AND NO.: 4700 Stephen Girard Ave.,

CITY AND STATE: New Orleans 22, La.

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

If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK OR DATE

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

LIBER 123 PAGE 127

April 1, 1958

Mr. Frank S. Kent
330 S. Cortez
New Orleans, Louisiana

Dear Mr. Kent:

Re: Estate of Joseph Edward Cummings

I am enclosing herewith a certified copy of the Order of Publication, published in the local paper here in Anne Arundel County, concerning the above estate. The contents are self-explanatory. Should you have any questions concerning this matter, I suggest that you refer it to your own personal attorney.

Very truly yours,

John S. Collins

JSC:MH
Enc.
Sent Certified Mail
Return Receipt Requested

46

No 7155603

RECEIPT FOR CERTIF) MAIL—15¢

SENT TO
Mr. Frank S. Kent

STREET AND NO.
330 S. Cortez

CITY AND STATE
New Orleans, La.

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

If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK OR DATE
GLEN BURNIE MD APR 1 1958

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

INSTRUCTIONS TO DELIVERING EMPLOYEE
DELIVER ONLY TO ADDRESSEE (20¢ additional)
SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)

RECEIPT
Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

SIGNATURE OR NAME OF ADDRESSEE

LIBER 123 PAGE 128

April 1, 1958

Dr. Earl H. Kent
1130 Farm Road
Orange, Texas

Dear Dr. Kent:

Re: Estate of Joseph Edward Cummings

I am enclosing herewith a certified copy of the Order of Publication, published in the local paper here in Anne Arundel County, concerning the above estate. The contents are self-explanatory. Should you have any questions concerning this matter, I suggest that you refer it to your own personal attorney.

Very truly yours,

John S. Collins

JSC:MH
Enc.
Sent Certified Mail
Return Receipt Requested

No. 7155604

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO
Dr. Earl H. Kent

STREET AND NO.
1130 Farm Road

CITY AND STATE
Orange, Texas

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

If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK OR DATE

GLEN BURNIE MD APR 1 1958

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ DELIVER ONLY TO ADDRESSEE (20¢ additional)

☐ SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)

RECEIPT

Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

1. SIGNATURE OR NAME OF ADDRESSEE

X Earl H. Kent

2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)

3. DELIVERY DATE

4.

ORANGE TEX APR 1958

LIBER 123 PAGE 120

April 1, 1958

Mrs. Amelia Kraemer
4930 Linndell Boulevard
St. Louis, Missouri

Dear Mrs. Kraemer:

Re: Estate of Joseph Edward Cummings

I am enclosing herewith a certified copy of the Order of Publication, published in the local paper here in Anne Arundel County, concerning the above estate. The contents are self-explanatory.

You will note that the conclusion we have drawn is that you and your sister, Loretta Green, should share equally in the estate of your cousin, the late Joseph Edward Cummings. However, there is one question still unresolved and that is as to the heirs and next of kin of Edward Joseph Cummings, father of Joseph Edward Cummings.

If you have any questions, do not hesitate to get in touch with me.

Very truly yours,

John S. Collins

JSC:MH
Enc.
Sent Certified Mail
Return Receipt Request

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO
Mrs. Amelia Kraemer

STREET AND NO.
4930 Linndell Boulevard

CITY AND STATE
St. Louis, Missouri

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

If you want restricted delivery, check here
☐ 20¢ fee

POSTMARK OR DATE
GLEN BURNIE MD APR 1 1958

POD Form 3800
July 1955
Replaces previous editions of this form which MAY be used.

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ DELIVER ONLY TO ADDRESSEE (20¢ additional)
☐ SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)

RECEIPT
Received from the Postmaster the Registered, Certified, or Insured Article, the number of which is shown on the face of this return receipt.

SIGNATURE OR NAME OF ADDRESSEE

SIGNATURE OF ADDRESSEE'S AGENT (A person authorized to receive addressee's mail in addition to addressee)

DELIVERY DATE

No. 7155605

..ile Copy - Original mailed
3- -59

LIBER 123 PAGE 130

LORETTA GREEN	:	
and	:	IN THE
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of Joseph Edward Cummings, Dec'd, late of Anne Arundel County, Maryland	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
AMELIA KRAEMER, Widow	:	IN EQUITY
DR. EARL H. KENT	:	No. 12,594
FRANK S.KENT	:	
JOHN B. KENT	:	
MRS. ANNA STZE	:	
Any and all unknown heirs, devisees and next of kin of Joseph Edward Cummings, Edward J. Cummings and Mary Cummings, etc.	:	

- : - : - : - : - : -

NOTICE TO TAKE DEPOSITION

In accordance with the Maryland Rules of Procedure relating to Depositions and Discovery, you are hereby given notice that on Wednesday, March 25, 1959, at 2:00 P.M., at the office of James D. O'Neill, Attorney at Law, 810 Maritime Bldg., 203 Carondelet Street, New Orleans 12, Louisiana, the plaintiffs, Loretta Green and Hopping and Kirkley Funeral Home, will take the deposition of the following named person on oral examination before Dietrich & Witt, Court Reporters and Notaries Public, or before any other duly qualified officer:

Loretta Green
3012 Tulane Avenue
New Orleans, Louisiana

Examiner's Exhibit No 4
Green et al v. Kraemer et al Eq No 12,594
John S. Rome Jr. Exam

George Sachse
Solicitor for Loretta Green
102 Crain Highway
Glen Burnie, Maryland

FILED
1959 MAY 21 PM 2:35

49

№ 866710

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Dr. Earl H. Kent

STREET AND NO.: 1130 Farm Road

CITY AND STATE: Orange, Texas

If you want a return receipt, check which: [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here [ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957 SEE OTHER SIDE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee [ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Dr. Earl H. Kent

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Gladys Enard

DATE DELIVERED: 3-12-59

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

CSS—16—71545-4 GPO

№ 866709

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Mr. Frank S. Kent

STREET AND NO.: 330 S. Cortez

CITY AND STATE: New Orleans, Louisiana

If you want a return receipt, check which: [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here [ ] 50¢ fee

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[ ] Deliver ONLY to addressee [ ] Show address where delivered

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RETURN RECEIPT

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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Mrs Frank S. Kent

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Mrs Frank S. Kent

DATE DELIVERED: 3-12-59

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

CSS—16—71545-4 GPO

№ 866713

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Mrs. Anna Stze

STREET AND NO.: 4815 Felicina Drive

CITY AND STATE: New Orleans 22, La.

If you want a return receipt, check which: [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered

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RETURN RECEIPT

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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Anna Stze

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 3/12/59

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

CSS—16—71545-4 GPO

John S. Collins
Solicitor for Hopping and Kirkley
Funeral Home, a partnership,
Administrator of Estate of Joseph
Edward Cummings
22 Baltimore-Annapolis Blvd.,NE
Glen Burnie, Maryland

I hereby certify that I have mailed a copy of the above Notice, by Certified Mail, to Amelia Kraemer, 3012 Tulane Avenue, New Orleans, Louisiana, Dr. Earl H. Kent, 1130 Farm Road, Orange, Texas, Frank S. Kent, 330 S. Cortez, New Orleans, Louisiana, John E. Kent, 4700 Stephen Girard Avenue, New Orleans 22, Louisiana, and Mrs. Anna Stze, 4015 Felicina Drive, New Orleans 22, Louisiana, on this 3rd day of March, 1959.

George Sachse

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE
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(Additional charges required for these services)
RETURN RECEIPT
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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Amelia Kraemer
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED
MAR 6 1959
ADDRESS WHERE DELIVERED (only if requested in item #1)
CSS—16—71548

No. 866711 3/4/59

RECEIPT FOR CERTIFIED MAIL—20¢
SENT TO
~~Miss~~ Mrs. Amelia Kraemer
STREET AND NO.
3012 Tulane Avenue
CITY AND STATE
New Orleans, La.
If you want a return receipt, check which ☒ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here ☐ 50¢ fee
FEES ADDITIONAL TO 20¢ FEE
POSTMARK OR DATE
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No. 866712 3/4/59

RECEIPT FOR CERTIFIED MAIL—20¢
SENT TO
Mr. John E. Kent
STREET AND NO.
4700 Stephen Girard Avenue
CITY AND STATE
New Orleans 22, La.
If you want a return receipt, check which ☒ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here ☐ 50¢ fee
FEES ADDITIONAL TO 20¢ FEE
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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Mr. John E. Kent
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED
MAR 15 1959
ADDRESS WHERE DELIVERED (only if requested in item #1)
CSS—16—71548-4 GPO

50

LIBER 123 PAGE 133

LORETTA GREEN	:	IN THE
and	:	
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of Joseph Edward Cummings, Dec'd, late of Anne Arundel County, Maryland	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
AMELIA KRAEMER, Widow	:	IN EQUITY
DR. EARL H. KENT	:	
FRANK S. KENT	:	No. 12,594
JOHN E. KENT	:	
MRS. ANNA STZE	:	
Any and all unknown heirs, defisees and next of kin of Joseph Edward Cummings, Edward J. Cummings and Mary Cummings, etc.	:	

- : - : - : - : - : -

NOTICE TO TAKE TESTIMONY BEFORE EXAMINER

The Plaintiffs in the above entitled action will take testimony before John Rouse, Examiner, in the above entitled cause at 3:00 P.M. on May 5, 1959, in the Grand Jury Room of the Circuit Court, Court House, Annapolis, Anne Arundel County, Maryland.

George Sachse

George Sachse
Attorney for Plaintiffs
102 Crain Highway
Glen Burnie, Maryland
Southfield 6-0700

Examiner's Exhibit No. 5
Green et al v. Kraemer, et al Eq. No 12,594
John S. Rouse L.

FILED
1959 MAY 21 PM 2:35

51

LIBER 123 PAGE 134

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 1-25-59 1935/11-70

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

CSS—16—71548-4 GPO

RECEIPT FOR CERTIFIED MAIL—20¢

4/22/59

Nº 898815

SENT TO: Mrs. Amelia Kraemer

STREET AND NO.: 3012 Tulane Ave.

CITY AND STATE: New Orleans, Louisiana

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered* *If you want restricted delivery, check here* ☐ *50¢ fee*

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RETURN RECEIPT

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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): E H Kentmo

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: APR 27 1959

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

CSS—16—71548-4 GPO

RECEIPT FOR CERTIFIED MAIL—20¢

4/22/59

Nº 898814

SENT TO: Dr. Earl H. Kent

STREET AND NO.: 1130 Farm Road

CITY AND STATE: Orange, Texas

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered* *If you want restricted delivery, check here* ☐ *50¢ fee*

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(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Mr. Frank S. Kent

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Mrs. Frank S. Kent

DATE DELIVERED: 4/24/59

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

CSS—16—71548-4 GPO

RECEIPT FOR CERTIFIED MAIL—20¢

4/22/59

Nº 898813

SENT TO: Mr. Frank S. Kent

STREET AND NO.: 330 S. Cortez

CITY AND STATE: New Orleans, La.

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered* *If you want restricted delivery, check here* ☐ *50¢ fee*

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Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Mrs. C V Setze Sr

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 4-21-59

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

CSS—16—71548-4 GPO

RECEIPT FOR CERTIFIED MAIL—20¢

4/22

Nº 898811

SENT TO: Mrs. Anna Setze

STREET AND NO.: 4815 Felicina Drive

CITY AND STATE: New Orleans, 22, La.

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered* *If you want restricted delivery, check here* ☐ *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE

POD Form 3800 Jul 1957 SEE OTHER SIDE

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

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): John E Kent

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: 4700 Stephen Girard St

DATE DELIVERED: 4/21/59

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

CSS—16—71548-4 GPO

RECEIPT FOR CERTIFIED MAIL—20¢

4/22/59

Nº 898812

SENT TO: Mr. John E. Kent

STREET AND NO.: 4700 Stephen Girard Ave.

CITY AND STATE: New Orleans 22, La.

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered* *If you want restricted delivery, check here* ☐ *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE

POD Form 3800 Jul 1957 SEE OTHER SIDE

CIRCUIT COURT

ANNE ARUNDEL COUNTY LWER 123 PAGE 135

STATE OF MARYLAND

LORETTA GREEN HOPPING AND KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of JOSEPH EDWARD CUMMINGS, deceased and late of Anne Arundel County, Maryland	:	
v.	:	Number 12-394, In Equity -
AMELIA KRAEMER, widow, DR. EARL H. KENT, FRANK S. KENT, MRS. ANNA STZE (SETZE), and any and all unknown heirs, devisees, and next of kin, of JOSEPH EDWARD CUMMINGS, EDWARD J. CUMMINGS AND MARY CUMMINGS, et cetera.	:	

Deposition of Mrs. Loretta Green, taken at New Orleans, Louisiana, on Wednesday, March 25, 1959.

Examiner's Exhibit No 6
Green, et al v. Kraemer, et al
Equity No 12,594
John J. Rowe L. Examiner

F. E. ZIMMER & COMPANY
SHORTHAND REPORTERS
608 AMERICAN BANK BUILDING
TULANE 3178
NEW ORLEANS 12

FILED
1959 MAY 21 PM 2:36

52

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, STATE OF MARYLAND:

LORETTA GREEN HOPPING AND
KIRKLEY FUNERAL HOME, a
partnership, Administrator of
the Estate of JOSEPH EDWARD CUMMINGS,
deceased and late of Anne Arundel
County, Maryland,

VS. NUMBER 12-394, In Equity-

AMELIA KRAEMER, widow,
DOCTOR EARL H. KENT,
FRANK S. KENT, MRS. ANNA STZE (SETZE),
and any and all unknown heirs, devisees,
and next of kin, of JOSEPH EDWARD
CUMMINGS, EDWARD J. CUMMINGS AND MARY
CUMMINGS, et cetera.

****

DEPOSITION on oral examination of MRS. LORETTA GREEN, in the above entitled and numbered cause, transcribed from the shorthand notes of R.E.Bell, Notary Public, and Shorthand Reporter, taken under stipulation of counsel, at the law offices of James B. O'Neill, 810 Maritime Building, New Orleans, Louisiana, on Wednesday, March 25, 1959, beginning about 2 P.M.

A P P E A R A N C E S :

James B. O'Neill, Esq., assisting John S. Collins, Glen Burnie, Maryland, in the probation of the Estate of Joseph Edward Cummings, for the purpose of taking the deposition of Loretta Green;
Amelia Kraemer and John E. Kent, present in proper person.

STIPULATION: It is agreed by counsel and parties here present that the deposition on oral examination of MRS.LORETTA GREEN may be taken at the office of James B. O'Neill, 810 Maritime Building, in New Orleans, Louisiana, beginning at 2 P.M., on Wednesday, March 25, 1959, and reported in shorthand by R.E.Bell,Shorthand Reporter, who is substituted for the firm of Dietrich & Witt; that the reporter's shorthand notes are to be by him afterwards transcribed on the typewriter; and all formalities, including notice, the reading and signing of the deposition by the witness, certification,sealing and filing, are expressly waived. All objections except as to the form of the question are reserved to be urged at the trial.

MRS. LORETTA GREEN, having been first duly sworn by R. E. Bell, Notary Public, was examined and testified as follows:

MR. O'NEILL:

Q What is your name?

A My name is Mrs. Loretta Green.

Q What was your maiden name?

A My maiden name was Loretta Scully.

Q When were you married?

A I was married twice. I was married in 1924, and my first husband I was married in 1909.

Q What was the name of the first husband?

A Walter William Quinn.

Q How did that marriage terminate?

A I divorced him.

Q Were there any children of the marriage?

A Yes, one girl.

Q Is she still living?

A Yes.

Q What is her name?

A Florence Lotz, Mrs. Florence Lotz.

Q You entered into a second marriage?

A Yes.

Q What was the name of your husband?

A Peter Arthur Green.

Q Are you presently married?

A Yes, I am a widow now; he died in 1947.

Q Were there any children of that union?

A No, sir.

Q What is your age at present?

A I am sixty-nine.

Q When were you born?

A I was born in 1889, December sixteenth.

Q Where were you born?

A In New Orleans.

Q Are you related to Joseph Edward Cummings?

A Yes, sir, I am a first cousin to him.

Q Do you know the names of the parents of Joseph Edward Cummings?

A Yes; my aunt Mary, Joseph's mother, Mary Cummings; and my aunt Amelia ---

Q (Interrupting) No, just the parents.

A My aunt Mary, that's all.

Q What was his father's name?

A Joseph Edward Cummings.

Q Was Joseph Edward Cummings' father's name Joseph Edward Cummings also?

Q It was not Edward Cummings?

A Wasn't it? No. (Witness examines papers) That's what my mother always said. (Continues to examine papers)

Q You used the word "Joseph" because you remember your mother calling him Joseph?

A Yes.

Q What was Mary Cummings maiden name?

A Her name was Klapper.

Q Did Mary Klapper Cummings have any brothers or sisters?

A She had my mother, and my mother's name was Elizabeth Klapper; and my aunt Amelia, Amelia Klapper.

Q Your mother was Elizabeth Klapper?

A Yes.

Q And she entered into a marriage with William Scully?

A Yes.

Q When, or do you know when that marriage took place?

A No, sir.

Q Do you know if your mother entered into a second marriage?

A Yes.

Q Whom did she marry?

A She married Mr. Andrew Elliott.

Q Of the union between your mother and William Scully were there any children born?

A Yes.

Q What were the names?

A My sister Anne Scully, Mamie Scully, and I had a brother but he died.

Q What was his name?

A Edward Scully; and my sister Mamie; and Amelia Scully.

Q Let me go over that again. There was Mamie Scully?

A Yes.

Q And Amelia Scully?

A Yes.

Q And your brother's name?

A Edward Scully.

Q And yourself?

A Yes, and I have an older sister that died; her name was Anne Scully.

Q Did you have a sister named Mary Scully?

A That was my sister Mamie; her name was Mary; we called her Mamie.

Q Her correct name is Mary?

A Yes.

Q You say Eddie is no longer living?

A No, sir, he is dead.

Q When did he pass away?

A I don't know what year he passed away; we were small when he passed away.

Q You know of your own knowledge of his death?

A Yes, we buried him.

Q And Mary Scully, is she alive?

A No, sir.

Q When did she die?

A She died in 1951.

Q Of the children born of the union between William Scully and Elizabeth Scully, who are living now?

A Just my sister, Mrs. Kraemer; and I.

Q Do you know whether or not there were any children born of the union between your mother and Andrew Elliott?

A There were none.

Q How do you know there were no children?

A We were always together, up until mother died.

Q You had an aunt named Amelia Klapper?

A Yes.

Q And she was a sister of Mary Klapper Cummings?

A Yes.

Q And the sister of Elizabeth Klapper Scully Elliott?

A Yes.

Q Do you know whether or not Amelia Klapper entered into a marriage with anyone?

A No, she was an old maid.

Q Do you know whether she is living or dead?

A No, she is dead.

Q Do you know when she died?

A I don't remember the year.

Q I offer you a chart prepared by Mr.Collins, and ask you to look at it and see if it refreshes your memory as to the time your aunt died?

A No,sir, I can't remember that.

Q You do know, however, that she did die?

A Yes, she was with us when she died.

Q Would you have an approximate date?

A I couldn't say.

Q When was the last time you saw Joseph Edward Cummings?

A Well, I guess, I didn't see him, but around I would say 1915 I received a letter from him, and that was the last.

Q Do you know whether or not Joseph Edward Cummings entered into a marriage?

A No, sir, he was single.

Q Do you know of any other relatives, other than heirs or descendants, whether collateral or descendants, other than yourself, Amelia Kraemer, Doctor Earl H. Kent, Frank S. Kent, John E. Kent, and Mrs. Anna Stze (Setze)?

A No, sir.

Q To the best of your knowledge the only surviving heirs of Joseph Edward Cummings are those persons whom I have named in the previous question, is that correct?

A Yes.

Q Mrs. Green, I have here a certified copy of death record of Amelia Klapper, born in Louisiana, who died on December 20, 1910, at the age of 42. I would like to ask you to

look at that death record and tell me whether or not that is the death record of your aunt?

A Yes.

Q It is?

A Yes.

MR. O'NEILL: I mark the certified copy of the death record as Exhibit 1 and enter it into the record as evidence of the death of Amelia Klapper on the twentieth day, twelfth month in 1910.

Q Mrs. Green, I have a second certified copy of death record in the name of the widow E. J. Cummings, who died on January 20, 1901, and ask you to look at that death record and tell me whether or not that is the death record of the mother of Joseph Edward Cummings, Mary Klapper?

A Yes.

MR. O'NEILL: I mark this second death record Exhibit 2, revealing the death of widow E.J.Cummings, the twentieth day of the first month, 1901, and enter it into the record.

Q Mrs.Green, I have a third death record regarding Lizzie Clapper, widow of William Scully, and wife of Andrew El-

liott, indicating the death of Lizzie Elliott on the twenty-third of May, 1917, and ask you to examine that death record and tell me whether or not that is the death certificate of your mother, Elizabeth Elliott?

A Yes.

MR. O'NEILL: I mark this record as Exhibit 3 and enter it into the record.

Q Do you know whether or not Joseph Edward Cummings, the son of Edward Cummings, or Joseph Edward Cummings, and Mary Klapper Cummings, is now living or dead?

A He is dead.

Q Do you know when he died?

A No, sir, just from what we heard from Mr. Collins when he came down here.

Q What information did he give you?

A He just said he had a policy that my mother had on Joe. I asked him how he found it. He said he had a little policy my mother had taken out.

Q Did he mention anything about the death of Joseph Edward Cummings?

A Yes, he said he had died.

Q Did he tell you when he died?

A No, I believe he said in 1945, if I am not mistaken.

Q I show you this chart prepared by Mr. Collins, and ask you to examine that and see if it refreshes your memory?

A It says December,1956.

Q Do you know where he died?

A He said Maryland.

Q The information you have is only that information given you by Mr.Collins?

A That's right.

Q That information is that he died some place in Maryland?

A Yes.

Q For the purpose of this deposition let's return again to Edward Cummings, the father of Joseph Edward Cummings.

A We were very small children, we never did know him.

Q You personally did not know him?

A No,sir.

Q Any information you would know about him, that would have been information received from your mother or other members of the family?

A No, mother tried to find out about him and she never could get any information on him.

Q You know nothing about him?

A Nothing at all.

Q Do you know whether he is living or dead?

A No, because they advertised in the paper and all for him.

Q Who advertised?

A My aunt and his wife.

Q When was that?

A I don't remember when that was.

Q Quite a few years ago?

A Yes, I heard my mother speak of that.

Q Do you remember in what newspaper those advertisements were placed?

A No, sir.

Q Do you know what the purpose of the advertisements was?

A No.

Q They were just to locate him, is that right?

A Yes, just to locate him.

Q Is it a generally accepted fact among yourself and your

65

sister and other members of your family that he is deceased?

A Yes.

Q You, yourself, were not acquainted with him at all, then?

A No, I didn't know him at all.

Q Do you know whether or notJoseph Edward Cummings had any brothers or sisters?

A No, he was the only child.

Q Of Edward Cummings and Mary Klapper Cummings?

A Yes.

Q How do you know that?

A Well, after his mother died he lived with us; he lived, we lived all together with Joe and Aunt Amelia and my mother and all the children.

Q That was after the death ---

A (Interrupting) Of his mother.

Q (Continuing) -- of Mary Klapper, his mother?

A Yes.

Q Do you know whether or not that was before or after the death of his father, Edward Cummings?

A Oh, his father was gone when Joe Cummings lived with my mother; he was gone a couple of years.

Q Do you know -- you do not know where he went?

A No, sir; nobody could find him.

Q You have no information?

A None whatever.

Q Have you ever heard anything about him since he left?

A No.

Q You have no information to the effect that Edward Cummings entered into a second marriage after the death of his wife, Mary Klapper?

A No, sir, because he wasn't divorced.

Q I said after the death of Mary?

A No, I have no information of a marriage.

Q Mary Klapper Cummings had two sisters and no brothers, is that correct?

A That is correct.

Q And she gave birth to but one child?

A Yes.

Q And that was Joseph Edward Cummings?

A Yes.

Q And Amelia Klapper had no children?

A No children. She wasn't married.

Q Have you any information, Mrs.Green, as to whether or not Joseph Edward Cummings, the son of Mary Klapper, deceased, left any real property at the time of his death?

A No, sir; just what Mr.Collins come down and told us, that's all.

Q What did he tell you?

A He said he had a farm and he had a little house on it; he said the place wasn't large: and he was - they found him dead there.

Q At the farm? Do you know if that is in Anne Arundel County?

A No, sir. He said it was there.

Q That it was in that county, in Maryland?

A Yes.

Q Other than that you have no information?

A No.

Q From the description and the information you received from Mr.Collins, are you acquainted with the nature of this property?

A Yes.

Q About how large is the estate, the farm?

A Well, when he came down he told me there was about 15 or 20 acres -- no, he said the farm would be worth about $15,000 or $20,000, and, that's right, he said there was 60 acres of ground.

Q Were there any improvements on the land?

A No, he said none.

Q Any buildings?

A He said there were a little -- some out-shacks outside on the property; he said they wasn't worth much, he said.

Q Do you know whether the real property, the farm with the small buildings, can be divided among the next of kin of Joseph Edward Cummings?

A Well, I don't think any of them would want it.

Q From the information Mr.Collins gave you concerning the description of the property and improvements, is it your opinion the estate can not be divided among the heirs?

A That's right.

Q If it were divided, do you feel it would cause some injury

to the estate?

A Yes.

Q And why is that, because of the buildings on the land?

A Yes.

Q You mentioned something about the approximate value of the property, what was that amount?

A Well, he said, the estimate he gave, he said it would run $15,000 or $20,000, he said.

Q Do you know whether or not any of the defendants in this case, and I will name them, Amelia Kraemer, Doctor Earl H. Kent, Frank S.Kent, John E. Kent, or Mrs. Anna Stze (Setze), are in the military service?

A No,sir.

Q They are not?

A No.

MR. O'NEILL: Mr. Kent, do you have any questions you wish to ask? That is all I have.

MR. KENT: (Having been first duly sworn by R. E. Bell, Notary Public) The only thing I would like, on the value of the property, Mr.Collins talked to me about it, and

he didn't say $15,000 or $20,000; he said he didn't know, he wasn't an appraiser of land; but he said maybe $15,000 or so, but there had to be a land appraisal first, and with what the land appraisal and personal effects amounted to, around $5000 or $6000, it made around fifteen or twenty, but he didn't give any definite cost, because he told us he wasn't a real estate man, and with the effects and all it would run maybe fifteen or so, or maybe twenty.

MR. O'NEILL: That was a general estimate of the entire estate?

MR. KENT: Yes, talking to us, when he finally dug us all up.

MR. O'NEILL: Mrs. Kraemer, do you have any questions you would like to ask of your sister?

MRS. KRAEMER: (Having been first duly sworn by R. E. Bell, Notary Public) No.

MR.O'NEILL: Have you any comments you would like to make to be included in the record?

MRS.KRAEMER: No, because I don't know much about it. I was away up north all the time.

MR. KENT: Whatever my aunts are entitled to, like Mr.Collins

said,after the second time he wrote me hesaid, from the Maryland laws he found out it does not go beyond my two aunts.

MR. O'NEILL: You heard the testimony, Mrs. Kraemer, that Mrs. Green has given as to the relationship going back to her mother, Elizabeth Scully Elliott, and then to her sister Amelia Klapper, and back to Mary Klapper, and the testimony to the effect there was but one child born of the union between Edward Cummings and Mary Cummings, and at the present time outside of the children born of the union between Mary Scully Kent and F. J. Kent, the only surviving heirs of Joseph Edward Cummings, to the best of your knowledge, are Mrs. Loretta Green and yourself?

MRS. KRAEMER: Yes.

MR. O'NEILL: Is that correct?

MRS. KRAEMER: That is right.

MR. O'NEILL: Did you know of any children born of the union between Andrew Elliott and your mother?

MRS.KRAEMER: No, there wasn't none.

MR. O'NEILL: That is all.

(And the witness was excused.)

****

CERTIFICATE: I, Robert E.Bell,a Notary Public in and for the Parish of Orleans,State of Louisiana,and a Shorthand Reporter, certify I attended the deposition on oral examination of MRS. LORETTA GREEN; the witness was by me first duly sworn to tell the truth,the whole truth,and nothing but the truth, and was then examined by counsel, James B. O'Neill, Esq.; the examination was by me reported in shorthand and my shorthand notes were by me afterwards transcribed on the typewriter; the other persons making statements and answering questions, namely, Amelia Kraemer and John E. Kent, were also by me duly sworn to tell the truth, the whole truth, and nothing but the truth, before making statements or answering questions.

The foregoing 20 pages contain a complete and accurate transcript of the testimony of the witness as thus recorded and made.

My commission as a notary public is for life.

I am not of counsel for,nor in the employ of, nor related to any person or corporation concerned in this litigation; and have no interest of any nature or kind in its outcome.

WITNESS my official signature and seal at New Orleans, Louisiana, this tenth day of April, 1959.

Notary Public

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LIBER 123 PAGE 157

Exhibit 2

Examiner's Exhibit No. 7
Green, et al v Kraemer, et al
Equity No 12,594
John S. Rowe L. Examiner

09293

CITY OF NEW ORLEANS HEALTH DEPARTMENT
BUREAU OF VITAL RECORDS
CERTIFIED COPY OF DEATH RECORD
NEW ORLEANS, LA.

DECEASED: Widow E.J. Cummings
BIRTHPLACE: La.
AGE: 37
RACE: White
DATE OF DEATH: MO. 1 DAY 20 YEAR 1901
PLACE OF DEATH: NEW ORLEANS
UNDERTAKER: R.McKiligett
INDEX No.: 124-98
CAUSE OF DEATH: Erysipilis of face
PHYSICIAN: Dr. W.G. Armstrong

ISSUED TO:
Cohen & Collins
22 Baltimore-Annapolis Blvd N. E.
Glen Burnie, Maryland

I CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RECORD DULY REGISTERED WITH THE NEW ORLEANS CITY HEALTH DEPARTMENT BUREAU OF VITAL RECORDS.
Naomi M. Drake
NAOMI M. DRAKE

Exhibit 1

Examiner's Exhibit No 8
Green, et al v Kraemer, et al.
Equity No 12,594
John S. Rowe L. Examiner

CITY OF NEW ORLEANS HEALTH DEPARTMENT
BUREAU OF VITAL RECORDS
CERTIFIED COPY OF DEATH RECORD
NEW ORLEANS, LA.

DECEASED: Amelia Klapper
BIRTHPLACE: La.
AGE: 42
RACE: White
DATE OF DEATH: MO. 12 DAY 20 YEAR 1910
PLACE OF DEATH: NEW ORLEANS
UNDERTAKER: A.F. Bultman
INDEX No.: 151-60
CAUSE OF DEATH: Fibro Cystic Tumor of Uterus
PHYSICIAN: Dr. E.P. Lowe

ISSUED TO:
Cohen & Collins
22 Baltimore
Annapolis Blvd N.E.
Glen Burnie, Maryland

I CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RECORD DULY REGISTERED WITH THE NEW ORLEANS CITY HEALTH DEPARTMENT BUREAU OF VITAL RECORDS.
Naomi M. Drake
NAOMI M. DRAKE
DEPUTY REGISTRAR

ID

Be it Remembered, That on the day to-wit the Twenty [illegible] of May in the year of our Lord One Thousand Nine Hundred & Seventeen and the One Hundred and 41 of the independence of the United States of America, before me

WM. H. ROBIN, M. D., Chairman Board of Health and Ex-Officio Recorder of Births, Deaths and Marriages

in and for the Parish of Orleans, personally appeared J J Landry an undertaker native of this city residing at No 2811 Charters street who hereby declares that Lizzie Clappe widow of William Scully & wife of Andrew Elliott (White) a native of Germany aged 24 yrs & 5 months departed this life yesterday (22 May 1917) at No 2227 Delacey street in this city

Cause of death Chronic Int Nephrotis Uremia

Certificate of Dr. J W A Smith

Thus done at New Orleans, in the presence of the aforesaid J J Landry as also in that of P H Lamarque & [illegible] both of this city, witnesses by me requested so to be, who have hereto set their hands together with me, after reading hereof this day, month and year first above written.

[illegible] Ex-Officio Recorder.

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1959 MAY 21 PM 2:36

Examiner's Exhibit No 19
Green et al v Kraemer et al Equity No 12,594

I certify that the above is a true and correct copy of a certificate duly registered with the New Orleans Health Department, Bureau of Vital Statistics.

John S. Rowe

Date Dec. 11, 1957

Naomi M. Drake
Director, Bureau of Vital Statistics

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LORETTA GREEN	:	IN THE
and	:	CIRCUIT COURT
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of Joseph Edward Cummings, Dec'd., late of Anne Arundel County, Maryland	:	FOR ANNE ARUNDEL COUNTY
VS	:	IN EQUITY
AMELIA KRAEMER, Widow	:	
DR. EARL H. KENT	:	No. 12,594
FRANK S. KENT	:	
JOHN E. KENT	:	
MRS. ANNA STZE	:	
Any and all unknown heirs, defisees and next of kin of Joseph Edward Cummings, Edward J. Cummings and Mary Cummings, etc.	:	

* * * * * * * * * *

DECREE

By decree pro confesso passed in this cause on the 17th day of February, 1959, it was adjudged, ordered and decreed that this cause be referred to one of the standing examiners of this Court for the taking of testimony on behalf of the plaintiffs herein to substantiate and support the allegations in the Bill of Complaint and the prayers therein relating to the sale of the therein described property, and determination of the persons entitled to take the real and personal estate of the said Joseph Edward Cummings, deceased; the deposition of Loretta Green, one of the plaintiffs herein, having been taken and submitted in this cause, and testimony having been taken before John G. Rouse, Esquire, one of the standing examiners of this Court, and the above cause now standing ready for hearing and being submitted, the bill, testimony, deposition and all of the other proceedings were by This Court read and considered and it appearing that

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1959 JUN -4 PM 3:30

75

the real property in these proceedings is not susceptible to division without loss to the parties having an interest therein, it is thereupon, by the Circuit Court for Anne Arundel County, on this 4th day of June, 1959,

ADJUDGED, ORDERED AND DECREED that the heirs and next of kin of Joseph Edward Cummings, deceased, at the time of his death, entitled to share in the real and personal estate of the said Joseph Edward Cummings, deceased, remaining after payment of all just debts, costs of administration and allowable expenses, are as follows:

Loretta Green, Widow, first cousin of Joseph Edward Cummings, one-half share of the rest and residue of the real and personal estate of Joseph Edward Cummings, deceased.

Amelia Kraemer, Widow, first cousin, one-half share of the rest and residue of the real and personal estate of Joseph Edward Cummings, deceased.

And it is further ADJUDGED, ORDERED AND DECREED that Hopping & Kirkley Funeral Home, a partnership, Administrator of the Estate of Joseph Edward Cummings, deceased, distribute the personal estate of the decedent in accordance with the aforegoing, and it is further

ADJUDGED, ORDERED and DECREED that the real property mentioned and described in this proceeding, situate in the Fourth Election District of Anne Arundel County, and comprising about fifty acres of land, more or less, be sold; and that George Sachse and John S. Collins be, and they are hereby appointed trustees to make such 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 with a surety or sureties to be approved by This Court, in the penalty of $10,200, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the

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said sale, having given at least three weeks previous notice by advertisement, inserted in such newspaper or newspapers published in the County of Anne Arundel as they shall think proper of the time, place, manner and terms of sale, which shall be cash upon ratification of said sale by This Court; or said Trustees may sell at private sale provided no private sale shall be for a less amount than the appraised value of said real property as shown by the testimony in this cause; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to This Court a full and particular account of their proceedings relative to such sale or sales, with an annexed affidavit of the truth thereof and the fairness of said sale; and on obtaining the Court's ratification of the sale and on payment of the whole purchase money, 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, or it's successors and assigns, the property and estate to him, her it or them, sold free, clear and discharged from any and all claim of the parties hereto, complainants and defendants, and those claiming by, from or under them or any of them. The said Trustees shall bring into This Court the money realized from said sale, to be distributed in accordance with the aforegoing provisions of this decree, after deducting the costs of this suit and such commission to the 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,

And it is further ADJUDGED, ORDERED and DECREED that in the distribution of the proceeds from said sale the share or amount of said proceeds audited to any distributee shall be chargeable with any claim or claims for inheritance taxes found to be due thereon.

Matthew S. Evans
Judge

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LIBER 123 PAGE 161

LIBER 10 PAGE 19

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 12,594 EQUITY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN S. COLLINS and GEORGE SACHSE ---------- of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND TWO HUNDRED DOLLARS ($10,200.00) ---- 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 16th day of June , 1959 .

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Loretta Green, et al VS. Amelia Kraemer, et al , No. 12,594 EQUITY --------- dated June 4, 1959, John S. Collins and George Sachse ---------- were appointed Trustees to make sale of the property described in said proceedings, and the said John S. Collins and George Sachse ---------- are about to execute said power and make sale of the property described in said proceedings.

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

WITNESS:

Gladys A. Vecchio
Gladys A. Vecchio

John S. Collins (SEAL)
John S. Collins

George Sachse (SEAL)
George Sachse

Kathleen L. Woelfel
Kathleen L. Woelfel

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

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

FILED
1959 JUN 16 AM 9:24

LORETTA GREEN	:	IN THE
and	:	
		CIRCUIT COURT
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of Joseph Edward Cummings, Dec'd, late of Anne Arundel County, Maryland	:	FOR
		ANNE ARUNDEL COUNTY
vs.	:	
AMELIA KRAEMER, Widow	:	IN EQUITY
DR. EARL H. KENT	:	
FRANK S. KENT	:	No. 12, 594
JOHN E. KENT	:	
MRS. ANNA STZE	:	
Any and all unknown heirs, devisees and next of kin of Joseph Edward Cummings, Edward J. Cummings and Mary Cummings, Etc.	:	

- : - : - : - : - : -

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John S. Collins and George Sachse, Trustees, appointed by a Decree of the Circuit Court for Anne Arundel County, in Equity, dated the 4th day of June, 1959, in the above entitled matter, respectfully shows:

1. That after giving bond in the amount of $10,200, being the appraised value of the real estate which is the subject matter of this report, as shown in testimony heretofore taken before an Examiner for this Honorable Court and filed in the above captioned proceedings, with security for the faithful performance of their trust, and which bond was duly filed and approved, the said John S. Collins and George Sachse, Trustees, by virtue of the authority contained in the decree aforesaid, did offer for sale the property described in the within proceedings containing 50 acres of land, more or less, lying and being in the Fourth Election District of Anne Arundel County.

1959 OCT 23 PM 3:05

2. That the said John S. Collins and George Sachse, Trustees, did notify several real estate firms of the availability of this property for sale and advised them to offer the property to their various clients, and that the real estate firm that would procure a buyer at a price satisfactory to said Trustees would be paid a real estate sale commission of six percent.

3. That the Summit Realty Company did produce offers from a number of prospective buyers, the highest of which was for $15,250; that the said John S. Collins and George Sachse, Trustees, after considering the said highest offer, entered into a contract of sale with a purchaser, one Victor A. Sulin, on the amount of $15,250, copy of which contract is attached hereto as Exhibit 1, to be taken as a part hereof; and that the said Victor A. Sulin did deposit with the said Trustees, pursuant to the said contract, the sum of $1,500, pending settlement and ratification of the said sale by this Honorable Court.

John S. Collins, Trustee

George Sachse, Trustee

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

I HEREBY CERTIFY that on this 23rd day of October, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared John S. Collins and George Sachse, Trustees, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

GLADYS A. VECCHIO NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Gladys A. Vecchio
Notary Public
My Commission expires May 1, 1961

CONTRACT OF SALE

LIBER 123 PAGE 164

No. 12,594 Equity

This Agreement, Made this 28th day of September nineteen hundred and fifty-nine, between George Sachse and John S. Collins, Co-Trustees in the matter of the sale of the Cummings property, VENDORS of the first part and Victor A. Sulin, Vendee of the second part

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former the following described property, situate and lying in Fourth Election District of Anne Arundel County, State of Maryland, and being all that lot or parcel of ground known as the Cummings property, and comprising fifty (50) acres of land more or less

At and for the price of Fifteen Thousand Two Hundred and Fifty ($15,250)-------Dollars of which Fifteen Hundred ($1500.)---------- Dollars have been paid prior to the signing hereof and the balance is to be paid as follows: At time of settlement, which shall be within sixty (60) days of the signing of this contract.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee

Taxes, and all other public charges to be paid or allowed for by the Vendor to date of settlement ~~, nineteen hundred and~~

Time is the essence of this contract

Witness our hands and seals

TEST:

Mary Harrison

George Sachse (SEAL)
George Sachse

John S. Collins [Seal]
John S. Collins
Co-Trustees in the matter of Sale of Cummings property [Seal]

Victor A. Sulin [Seal]
Victor A. Sulin

[Seal]

1959 OCT 23 PM 3:05

EXHIBIT 1

LIBER 123 PAGE 165

GLOBE INDEMNITY COMPANY

LIBER 10 PAGE 111

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

NO. 12,594 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George Sachse and John S.Collins, of Anne Arundel County, State of Maryland, as Principals,and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Fifty Dollars ($5,050.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 22nd day of October, 1959.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Loretta Green, et al vs. Amelia Kraemer, widow, et al", No. 12,594 Equity, dated June 4, 1959, George Sachse and John S. Collins were appointed Trustees to make sale of the property described in said proceedings, and the said Trustees have made sale of said property,

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen L. Woelfel

George Sachse (SEAL)
George Sachse,

John S. Collins (SEAL)
John S. Collins, PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

Kathleen L. Woelfel
Kathleen L. Woelfel

Bond approved this 23 day of October 1959.
George T. Cromwell, Clerk

1959 OCT 23 PM 3:03

ORDER NISI

LIBER 123 PAGE 166

LORETTA GREEN, and

HOPPING & KIRKLEY FUNERAL HOME,
Administrator, et al
versus

AMELIA KRAEMER, Widow
DR. EARL H. KENT
FRANK S. KENT
JOHN E. KENT
~~MRS. ANNA STZE, et al~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,594 Equity

Ordered, this 23rd day of October, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by John S. Collins and George Sachse, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $ 15,250.00

FILED 1959 OCT 23 PM 3:06

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

LORETTA GREEN, and

HOPPING & KIRKLEY FUNERAL HOME,
Administrator, etal
versus

AMELIA KRAEMER, Widow
DR. EARL H. KENT
FRANK S. KENT
JOHN E. KENT
~~MRS. ANNA STZE, et al~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of December, 19 59, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

1959 DEC -7 PM 3:53

LORETTA GREEN	:	
and	:	IN THE
HOPPING & KIRKLEY FUNERAL HOME, a partnership, Administrator of the Estate of Joseph Edward Cummings, Dec'd, late of Anne Arundel County, Maryland	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS	:	IN EQUITY
Amelia Kraemer, Widow, et al	:	No. 12,594

* * * * * * * * *

PETITION FOR ALLOWANCE OF EXPENSES AND COUNSEL FEES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, John S. Collins and George Sachse, Trustees, respectfully represent unto Your Honors:

1. That by Order of This Honorable Court dated the 4th day of June, 1959, Your Petitioners were appointed Trustees for the purpose of a public or private sale of certain real estate of Joseph Edward Cummings, deceased, as more particularly described in these proceedings.

2. That pursuant to said authority, Your Petitioners contacted a number of real estate brokers and advised them of the availability of said property for sale and advised them that subject to the approval of This Court, a 6% commission on gross sales price would be paid to the broker securing a buyer for said property at an acceptable price, which rate of commission Your Petitioners believe to be fair and reasonable.

3. That pursuant to said arrangements, various offers for the purchase of said property were submitted to Your Petitioners, the highest of which offers having been submitted through The Summit Realty Company, in the sum of $15,250, which is substantially higher than the appraised value as shown by the testimony previously taken of appraisers in these proceedings, and as a

1959 NOV -4 PM 2:56

result of said offer Your Petitioners entered into a contract with a purchaser procured by said The Summit Realty Company, copy of which contract was filed in these proceedings on or about October 23, 1959, and Your Petitioners feel that said fee of $915.00 to The Summit Realty Company is fair and reasonable.

4. That in the course of the proceedings in this case, as various parties thereto resided in the State of Louisiana, Your Petitioners found it necessary to take deposition of certain parties in said State, copy of which deposition had been previously filed in these proceedings, and the taking of which deposition was referred to James B. O'Neill, Esquire, as an attorney in New Orleans, Louisiana to arrange for the taking and conduct of the proceedings of said deposition, which matter entailed considerable correspondence with said attorney, and for which services he rendered a bill to Your Petitioners as $150.00 for his fees, and for a shorthand reporter's fees of $32.00 for the noting and transcribing and furnishing copies of said deposition, which total of $182.00 Your Petitioners feel is fair and reasonable for services performed by said James B. O'Neill, Esquire, and the recording reporter.

WHEREFORE, Your Petitioners pray This Honorable Court to pass an Order authorizing and directing the Auditor to deduct from the sale price of the property herein, which is the subject matter of these proceedings, as expenses, the real estate commission to The Summit Realty Company in the sum of $915.00 and attorneys fee and recording fee for James B. O'Neill, Esquire, Attorney at Law, in the sum of $182.00

John S. Collins

George Sachse

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared John S. Collins and George Sachse, Trustees, and made oath in due form of law that the matters and facts herein above stated are true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Gladys A. Vecchio
Notary Public

My Commission expires May 1, 1961.

ORDER OF COURT

Upon the foregoing Petition and Affidavit, it is thereupon this 2nd day of December, 1959, ORDERED, ADJUDGED and DECREED, by the Circuit Court for Anne Arundel County, sitting in Equity, that the Auditor in these proceedings be and is hereby directed to deduct as expenses in her Auditor's report of the sale of the real estate formentioned in these proceedings, a real estate commission fee of $915.00 to The Summit Realty Company and fee and reporter's costs to James B. O'Neill, Esquire, Attorney at Law, New Orleans, Louisiana, in the amount of $182.00

Judge

FILED

1959 DEC -7 AM 11:10

86

LIBER 123 PAGE 170

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,594 Equity
LORETTA GREEN, and HOPPING & KIRKLEY FUNERAL HOME, Administrator, et al
versus
AMELIA KRAEMER, Widow
DR. EARL H. KENT
FRANK S. KENT
JOHN E. KENT
MRS. ANNA STZE, et al

Ordered, this 23rd day of October, 1959, That the sale of the Property in these proceedings mentioned, made and reported by John S. Collins and George Sachse, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $15,250.00

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,594 Sale Amelia Kraemer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 121221 DEC -2 [illegible] 3:2[illegible]

By H. Tilghman

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LIBER 123 PAGE 171

In the Case of

Loretta Green,
et al
vs.
Amelia Kraemer,
Widow, et al

In the
Circuit Court
For
Anne Arundel County
No. 12,594 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

December 18, 1959

FILED
1959 DEC 28 AM 10:28

Dr. Loretta Green, et al vs. Amelia Kraemer, Widow, et al in ac.

To Trustees for Commissions, viz:	487	50	487	50
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	116	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	15	00		
Auditor - stating this account and two copies thereof	45	00	196	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - premium on original bond	40	80		
Globe Indemnity Co. - premium on additional bond	20	20		
Lawrence W. Hobbs - appraisal and testimony	50	00		
Henry Bachman - appraisal and testimony	50	00		
The Summit Realty Co. - broker's commission of 6% on sales price (Order of 12/2/59)	915	00		
James B. O'Neill - fee for legal services rendered in connection with depositions taken in New Orleans (Order 12/2/59)	150	00		
R. E. Bell - fee for reporter's services in taking and transcribing depositions (Order 12/2/59)	32	00		
George Sachse - amount advanced for postage and registered mail - notice of proceedings	5	05		
One-half Federal documentary stamps	8	52		
One-half State documentary stamps	17	05		
Mary Harrison - notary fees	1	25		
Gladys A. Vecchio - notary fees	1	50	1,318	37
BALANCE FOR DISTRIBUTION - $13,250.82				
Distributed to the heirs at law of Joseph Edward Cummings, who died intestate, 12/19/56 (Decree of 6/4/59), viz:				
(1) To Loretta Green, first cousin - One-half $6,625.41; LESS 7½% collateral inheritance tax 496.91	6,128	50		
(2) To Amelia Kraemer, first cousin - One-half $6,625.41; LESS 7½% collateral inheritance tax 496.91	6,128	50		
To Register of Wills for Anne Arundel County - total collateral inheritance tax	993	82	13,250	82
			15,252	69

8

with John S. Collins and George Sachse, Trustees Cr.

1959 Dec.	10	Proceeds of Sale (Contract dated 9/28/59)	15,250 00	15,250 00
		Refund 1959 State and County taxes ($46.32) - 21 days	2 69	2 69
				15,252 69

LIBER 123 PAGE 174

ORDER NISI

Loretta Green,

et al

VERSUS

Amelia Kraemer,

Widow, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,594 Equity.

1959 DEC 28

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 ~~xxxxxx~~ 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 ~~xxxxxx~~ February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d 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.

Benjamin Michaelson
Judge.

LIBER 123 PAGE 175

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,594 Equity
LORETTA GREEN, et al
vs.
AMELIA KRAEMER, widow, et al

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. 12,594 Auditor Account Amelia Kraemer, Widow

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.

FILED

No. M. G. 360 FEB -3 AM 11:08

By A. Tilghman

92

Docket Entries

LIBER 123 PAGE 176

A-705-1958

No. 13,672 Cont.

Ward B. Coe, Jr.

: Jacqueline B. Johnson,
: Guardian, Mother and next
: friend of Susan Carol Johnson,
: Barbara Maria Johnson,
: Robert William Johnson, III and
: David Henry Johnson, Infants
:
: A-No. 38408
:
: Mayor and City Council of Baltimore
: Kenneth H. Quasney and
: Gloria F. Quasney, his wife
: Quinto Bianchi and
: Anna M. Bianchi, his wife
: Howard M. Pumphrey,
: Purchasers
:
: Susan Carol Johnson,
: Barbara Maria Johnson,
: Robert William Johnson, III and
: David Henry Johnson, Infants

- -

29" September 1958 Bill of Complaint for sale of real estate and Petitioner's Exhibit A (1) fd.

30" September 1958 Order of Publication (2) fd. (To be personally served)

6" October 1958 Affidavit of Service (3) fd.

15" December 1958 Petition of Plaintiff for appointment of a Guardian ad Litem for Infant Defendants and Order of Court thereon appointing Louis Cohen, said Guardian ad Litem (4) fd.

Same day Answer of Infant Defendants by their Guardian ad Litem (5) fd

FILED

1960 MAR 12 AM 9:28

6" January 1959 Petitioner's Exhibit B (6) fd.

Same Day Petition of Plaintiffs to amend Original Petition and Order of Court thereon authorizing same (7) fd.

Same Day Submission for Decree (8) fd.

13" January 1959 Testimony (9) and Petitioner's Examiner-Master's Exhibits No. 1 (10) 2 (11) 3 (12) 4 (13) and 5 (14) fd.

Same Day Report of Master (15) fd.

Same Day Decree of Court directing sale of real estate and appointing John F. King, Trustee to make sale upon the filing of a bond in the penalty of $1,000.00, &c. (16) fd.

14" January 1959 Trustee's Approved Bond (17) fd.

7" January 1960 Testimony (18) and Petitioner's Examiner Master's Exhibits No. 1 (19) 2 (20) and 3 (21) fd.

Same Day Submission for Decree (22) fd.

Same Day Report of Examiner-Master (23) fd.

8" January 1960 Decree of Court directing sale of real estate, and appointing John F. King, Trustee to make sales, upon the filing of a bond in the penalty of $2,000.00, &c., (24) fd.

11" January 1960 Trustee's Approved Bond (25) fd.

5" February 1960 Trustee's Report of Sales and Exhibits A, B and C (26) fd.

Same Day Nisi Order (27) fd.

11" March 1960 Certificate of Publication (28) fd.

Same Day Trustee's Report of Sales finally ratified and confirmed, Order (29) fd.

MPCJ:HM-9/4/58

JACQUELINE B. JOHNSON, GUARDIAN, MOTHER AND NEXT FRIEND OF SUSAN CAROL JOHNSON, BARBARA MARIA JOHNSON, ROBERT WILLIAM JOHNSON, III, and DAVID HENRY JOHNSON, Infants, AIKEN, SOUTH CAROLINA.

vs.

SUSAN CAROL JOHNSON, BARBARA MARIA JOHNSON, ROBERT WILLIAM JOHNSON, III, and DAVID HENRY JOHNSON, Infants, AIKEN, SOUTH CAROLINA.

LIBER 123 PAGE 178

CHRONIC
BALTIMORE

* * * * * * *

PETITION FOR THE SALE OF INFANTS' PROPERTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Jacqueline B. Johnson, Guardian, Mother and Next Friend of Susan Carol Johnson, Barbara Maria Johnson, Robert William Johnson, III, and David Henry Johnson, all infants, respectfully shows:

1. Your Petitioner is the mother of said four infants, all of whom are under eighteen (18) years of age, and resides with them in Aiken, South Carolina. She is also their Guardian as will hereinafter appear. All of them are non-residents of Maryland.

2. Said four infants own, as tenants in common with others, an undivided one-sixth (1/6) interest in the following parcels of unimproved real estate in the State of Maryland:

> FIRSTLY, that parcel of land in Baltimore City beginning at the corner formed by the intersection of the southeastern line of Carver Road, as mentioned in a deed from Security Development Corporation et al to the Mayor and City Council of Baltimore, dated January 12, 1946, recorded among the Land Records of Baltimore City in Liber MLP 6650 at Folio 449, with the southwestern line of Cherry Hill Road as widened under Ordinance No. 689 of the Mayor and City Council of Baltimore approved June 1, 1926, and running thence with all courses in true meridian as established by the Topographic Commission of Baltimore South 65 degrees 35 minutes fifteen seconds East 21.91 feet binding along the southwestern line of Cherry Hill Road widened as aforesaid, thence binding along the southwestern line of Cherryland Road as mentioned f[illegible] deed from

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Security Development Corporation et al to the Mayor and City Council of Baltimore dated December 21, 1944, recorded among the aforesaid Land Records in Liber MLP 6703 at Folio 341, South 65 degrees, 35 minutes, 15 seconds East 79.83 feet and South 65 degrees, 15 minutes 10 seconds East 398.50 feet to the northwestern line of Bridgeview Road as referred to in the last mentioned deed, thence binding along the northwestern line of Bridgeview Road South 42 degrees, 57 minutes 10 seconds West 220.56 feet to the northeastern line of Woodview Road (formerly Woodland Avenue) as shown on the Plat of the DuPont Tract recorded among the aforesaid Land Records in Liber SCL 5539 at Folio 614, thence binding along the northeastern line of Woodview Road North 61 degrees, 40 minutes 10 seconds West 431.56 feet to the heretofore mentioned southeastern line of Carver Road, thence binding along the southeastern line of Carver Road North 24 degrees, 33 minutes 30 seconds East 181.95 feet to the point of beginning, containing 2.105 acres of land more or less.

BEING part of Lots A, A-1, B, B-1, C, C-1, C-2, 15 and 21, and all of Lots 16-20, inclusive, as shown on the heretofore mentioned Plat of the DuPont Tract; and also being part of that land which Security Development Corporation acquired by two Deeds as follows:

(1) From the Equitable Trust Company et al, dated January 6, 1938, recorded among the aforesaid Land Records in Liber SCL 5800 at Folio 29.

(2) From Rose A. Lowhasser and Herbert M. Lowhasser, her husband, dated January 3, 1939, recorded among the aforesaid Land Records in Liber MLP 5884 at Folio 616.

SECONDLY, that tract of land in Baltimore City known as the Gable Tract Being and designated as lots Nos. 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 and 151 as shown on the Plat of the "Gable Tract" recorded among the said records of Baltimore City in Liber SCL No. 5539 folio 614.

BEING a part of the property described in a deed from Charles H. Gable et al to Charles J. Bull dated December 10, 1925, and recorded among said records of Baltimore City in Liber SCL 4502 folio 323.

AND BEING also the same lots conveyed to Security Development Corporation by deed dated January 6, 1938, from the Equitable Trust Company, Trustee, et al, said deed being recorded among the Land Recores of Baltimore City in Liber SCL No. 5800 folio 29 etc see also Land Records of Baltimore County Liber 1025 folio 226 etc.

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THIRDLY, all those lots in Baltimore City known and designated as Lots Nos. 136 137 138 and 139 as shown on the Plat of "English Consul-Annex No. 1" which Plat is recorded among the Plat records of Baltimore County in Liber No. 3 folio 102.

BEING and comprising a part of the property described in a deed from the Ideal Suburban Development Company to Charles J. Hull and wife dated October 12, 1910, and recorded among the said records of Baltimore County in Liber WPC No. 365 folio 500.

AND BEING also the same lots conveyed to Security Development Corporation by deed dated January 6, 1938, from the Equitable Trust Company, Trustee, et al, said deed being recorded among the Land Records of Baltimore City in Liber SCL No. 5800 folio 29 etc see also said Land Records of Baltimore County Liber 1025 folio 226 etc.

FOURTHLY, all those lots lying partly in Baltimore City and partly in Baltimore County being known and designated as Lots Nos. 820 821 822 823 824 825 as shown on the Plat of "English Consul Section-A" which plat is recorded among the Land Records of Baltimore County in Plat Liber No. 3 folio 108.

FIFTHLY, all those lots in Baltimore County being known as and designated as Lots Nos. 437 438 439 440 441 442 443 444 445 as shown on the Plat of "English Consul Section-B" which Plat is recorded among the Land Records of Baltimore County in Plat Liber No. 3 folio 109.

THE LOTS herein fourthly and fifthly described being and comprising a part of the property described in a deed from Charles W. Hull et al to Charles J. Hull and Olive E. Hull his wife dated July 26, 1909, and recorded among the Land Records of Baltimore County in Liber WPC No. 344 folio 554.

AND BEING also the same lots conveyed to Security Development Corporation by deed dated January 6, 1938, from the Equitable Trust Company, Trustee, et al, said deed being recorded among the Land Records of Baltimore City in Liber SCL No. 5800 folio 29 etc see also Land Records of Baltimore County Liber 1025 folio 226 etc.

SIXTHLY, that tract in Baltimore City beginning at a point in the middle line of a county road known as the Fish House Road or Old Annapolis Road, 30 feet wide, said point of beginning being at the end of the south 24 degrees 30 minutes west one hundred thirteen foot line of the land described in the Deed from the South Baltimore Company to the Baltimore Vetrified Clay Company, dated March 5, 1903, and recorded among the Land Records of Baltimore County in Liber WPC No. 266, folio 252 etc; (said place of beginning also being south, 46 degrees and 15 minutes west 159 5/6 feet from a stone at the beginning of the 49 3/4 degrees west seventy perch line of the original tract); and running thence from said beginning point and binding on the portion of said seventy perch line according to survey made in 1910, south 46 degrees and 15 minutes west 27 feet 6 inches to a

stone there planted; thence north 43 degrees, 45 minutes west, 400 feet to a stone there planted; thence north 1 degree, 30 minutes east 374 feet and 9 inches to a stone there planted; thence north 82 degrees, 45 minutes, east 224 to a stone there planted; thence south 81 degrees, 15 minutes east 395 feet to a stone there planted on the west side of said road above mentioned, continuing the same course, south 81 degrees 15 minutes east 15 feet to the middle of the former county road first above referred to; thence binding on the middle line of said road, south, 14 degrees, 30 minutes west 309 feet and south 24 degrees, 30 minutes west 113 feet to the place of beginning, containing 7 acres of land, more or less.

BEING the same lot of ground described in a deed from Nettie Schaumloeffel, widow, to Security Development Corporation dated July 13, 1938, and recorded among the Land Records of Baltimore City in Liber MLP No. 5838, folio 605 etc.

SAVING AND EXCEPTING, however, from said Sixthly described tract the following described parcel taken in condemnation by the Mayor and City Council of Baltimore, in a case entitled "Mayor and City Council of Baltimore , etc., vs. Jacqueline B. Johnson, Widow", et al in the Superior Court of Baltimore City, Docket 1957, folio 208, File No. 44757:

"BEGINNING for the same at the beginning of the parcel of land conveyed by Nettie Schaumloeffel to the Security Development Corporation by deed dated July 13, 1938 and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 5838, folio 605, said point being at the end of the 113.0 foot line of the land described in the deed from the South Baltimore Company to the Baltimore Vitrified Clay Company, dated March 5, 1903 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 266, folio 252, and running thence binding on the first line and on part of the second line of said deed from Nettie Schaumloeffel to the Security Development Corporation the two following courses and distances, namely, southwesterly 327.5 feet, more or less, and northwesterly 178.0 feet, more or less, to intersect the center line of Giles Road, as proposed, 50 feet wide, laid out parallel with and distant 460 feet northwesterly measured at right angles from the northwest side of Round Road, 80 feet wide; thence binding on the center line of said Giles Road northeasterly 330.0 feet, more or less, to intersect the center line of a proposed 50-foot street, laid out parallel with and distant 613.0 feet northeasterly from the northeast side of Veronica Avenue, 50 feet wide; thence binding on the center line of said proposed 50-foot street, southeasterly 298.0 feet, more or less, to intersect the last line of said deed from Nettie Schaumloeffel to the Security Development Corporation, and thence binding on part of the last line of said deed southwesterly 95.0 feet, more or less, to the place of beginning.

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Containing 2.112 acres of land, more or less.

TOGETHER with the improvements thereupon, and all the rights, ways, waters, easements, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

The Defendants herein shall have the right to use as a means of ingress and egress to the property retained by the Defendants and to Round Road, a 50-foot strip of land extending northwesterly from the northwest side of Round Road and being more fully described as follows:

BEGINNING for the same at the point formed by the intersection of the northwest side of Round Road, 80 feet wide, and the southwest side of a proposed 50-foot street laid out parallel with and distant 612 feet, more or less, northwest of Veronica Avenue, the coordinates of said point, based upon the coordinate system adopted by the Baltimore Survey Control System being west 3258.25 feet and south 16382.36 feet, said point being distant 612.54 feet, northeasterly measured along the northwest side of said Round Road from the northwest corner of Round Road and Veronica Avenue, and running thence binding on the southwest side of said proposed 50-foot street north 71 degrees 27 minutes 21 seconds west 193.5 feet, more or less, to intersect the eighth line of the parcel of land conveyed by the Westport Paving Brick Company, et al., to the Baltimore Radio Show, Inc., by deed dated October 17, 1938 and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 5863, folio 557; thence binding reversely on part of the eighth line and on part of the seventh line of said deed, the two following courses and distances, namely, northeasterly 41.0 feet, more or less, and northerly 9.0 feet, more or less, to intersect the northeast side of said proposed 50-foot street; thence binding on the northeast side of said proposed 50-foot street, south 70 degrees 27 minutes 21 seconds east 203.0 feet, more or less, to intersect the northwest side of said Round Road, and thence binding on the northwest side of said Round Road by a line curving to the left north a 508.70 foot radius southwesterly 50.0 feet, more or less, to the place of beginning.

It being understood, however, that the easement so granted for ingress and egress shall terminate upon the City's laying out and establishing said 50-foot strip of land as a public highway of Baltimore City.

The Plaintiff herein shall acquire all rights of the Defendants in and to the 30-foot right-of-way extending along the southeast side of the property being acquired and continuing to the northeast side of Veronica Avenue, subject, however, to the rights of the Defendants to use said 30-foot right-of-way until the City establishes and opens and paves the aforementioned 50-foot roadway, the center line of which is the northernmost outline of the property being acquired, and the City establishes and opens and paves Round Road between the said 50-foot road and Veronica Avenue; "

All of the above mentioned six parcels having been con-

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veyed by the Security Development Corporation to Robert W. Johnson, Jr., Vivian Byars, Roma J. Mayes and Veatrice J. Collison by Deed dated July 6, 1954 and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 9601, folio 254, the said Robert W. Johnson, Jr., having died intestate on or about May 8, 1956 leaving his widow, who is your Petitioner, and the above named four infant children as his sole heirs at law.

SEVENTHLY, That parcel in Baltimore City beginning at a point of intersection of the northwestern line of Lot 4, as shown on the Plat of the DuPont Tract, recorded among the Land Records of Baltimore City in Liber SCL 5539 at Folio 614, with the southwestern line of Cherry Hill Road as widened under Ordinance No. 689 of the Mayor and City Council of Baltimore approved June 1, 1926, said point of beginning being 168.08 feet southeasterly from the southeastern line of Round Road (formerly known as Old Annapolis Road and Fish House Road), and running thence with all courses in true meridian as established by the Baltimore City Topographic Commission South 65° 35" 15' east 200.00 feet binding along the southwestern line of Cherry Hill Road widened as aforesaid to the point of intersection with the southeastern line of Lot 7 shown on the aforesaid Plat of the DuPont Tract, thence binding along part of the said southeastern line of Lot 7 South 24° 33" 30' west 226.33 feet to the southwestern extremity thereof, thence binding along part of the eastern line of Lot 30 of the DuPont Tract south 08 degrees 51" 40' east 22.54 feet to the northern line of Woodview Road (formerly known as Woodland Avenue), thence binding along the northern line of Woodview Road south 81° 08" 20', west 201.80 feet to the most westerly corner of Lot 28 as shown on the aforesaid Plat of the DuPont Tract, thence binding along the northwestern line of the last mentioned lot north 13° 17" 00' east 209.37 feet to the southwestern line of Lot 4 of the DuPont Tract, thence binding along part of the southwestern line of said Lot 4 north 65° 35" 15' west 3.09 feet to the westernmost corner of the last mentioned Lot, thence binding along the northwestern line of said Lot 4 north 24 degrees 33" 30' east 150.47 feet to the point of beginning, containing 1.343 acres of land more or less.

BEING part of the Lots 4-7 inclusive, and all of Lots 28-30, inclusive, as shown on the aforesaid Plat of the DuPont Tract, and also being part of that land which DuPont Cemetery Company, Inc., acquired from Security Development Corporation by deed dated April 18, 1938, recorded among the Land Records of Baltimore City in Liber MLP 5815 at Folio 223.

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EIGHTLY, That parcel in Baltimore City beginning at the corner formed by the intersection of the southwestern line of Woodview Road (formerly Woodland Avenue), as shown on the Plat of the DuPont Tract recorded among the Land Records of Baltimore City Liber SCL 5539 at Folio 614, with the northwestern line of Bridgeview Road as mentioned in a deed from DuPont Cemetery Company, Inc., et al to the Mayor and City Council of Baltimore, dated December 21, 1944, recorded among the aforesaid Land Records in Liber MLP 6703 at Folio 341 and running thence with all courses in true meridian as established by the Topographic Commission of Baltimore south 42 degrees, 57 minutes 10 seconds west 241.29 feet binding along said northwestern line of Bridgeview Avenue to a point thereon, thence still binding along the northwestern line of Bridgeview Avenue 55.24 feet in a southwesterly direction along the arc of a curve to the left having a radius of 446.27 feet to a point of intersection with the southeastern outline of the DuPont Tract, as shown on the hereinabove mentioned Plat, thence binding along said southeastern outline south 42 degrees, 57 minutes 10 seconds west 259.57 feet to a point thereon, thence North 47 degrees 02 minutes 50 seconds west 15.00 feet, thence south 42 degrees 57 minutes 10 seconds west 60.24 feet, thence south 87 degrees 57 minutes 10 seconds west 14.14 feet to the northeastern line of an alley 15 feet wide there situate, thence binding along the northeastern line of said alley North 47 degrees 02 minutes 50 seconds west 143.45 feet to an angle point in said alley, thence binding along the eastern line of the hereinabove mentioned alley north 14 degrees 19 minutes 40 seconds west 477.50 feet to the beginning of a filet connecting with another alley 15 feet wide, thence binding along said filet North 30 degrees 40 minutes 20 seconds east 14.14 feet to the southern line of the alley secondly mentioned above, thence binding along the southern line of the last mentioned alley north 75 degrees 40 minutes 20 seconds east 102.87 feet to an angle point in said alley, thence binding along the southwestern line of the alley secondly mentioned above south 65 degrees 14 minutes 37 seconds east 140.01 feet to intersect the southeastern line of carver Road at its southwestern extremity Carver Road being mentioned in a deed from DuPont Cemetery Company, Inc., et al to the Mayor and City Council of Baltimore, dated January 12, 1946, recorded among the aforesaid Land Records in Liber MLP 6850 at Folio 449, thence binding along the southeastern line of Carver Road north 24 degrees 33 minutes 30 seconds east 121.81 feet to a point of intersection with the aforesaid southwestern line of Woodview Road, thence binding along the southwestern line of Woodview Road south 61 degrees 40 minutes 10 seconds east 421.76 feet to the point of beginning, containing 5.396 acres of land more or less.

BEING a part of that land which DePont Cemetery Company, Inc., acquired from Security Development Corporation by deed dated April 18, 1938, and recorded among the aforesaid Land Records of Baltimore City in Liber MLP 5815 at Folio 223.

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Said last mentioned two parcels of land having been conveyed by DuPont Cemetery Company, Inc., to the said Robert W. Johnson, Jr., Vivian Byars, Roma J. Mayes and Veatrice J. Collison by Deed dated July 6, 1954 and recorded among the Land Records of Baltimore City in Liber M.L.P. 9586, folio 335.

3. Said four infants also own or, upon settlement of the estate of the said Robert W. Johnson, Jr., will own as tenants in common with others an undivided one-twelfth (1/12) interest in the following described leasehold lots in Anne Arundel County, Maryland:

THE FIRST THEREOF Lying and being in the Third Election District of Anne Arundel County, Maryland, laid out and described as Lots Nos. sixty-three and sixty-four, in Section "V" of Riviera Beach with a total frontage of about fifty feet on Meadow Road, as shown on a Plat of Riviera Beach, filed among the Plat Records of Anne Arundel County, in Liber W.N.W. No. 2, folio 62. These lots being a part of a large tract of about two hundred and eight acres conveyed to the said Howard M. Pumphrey by deed dated March 1st, 1923, and recorded in Liber W.N.W. No. 61, folio 40.

BEING the same lots described in a deed dated July 30, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1223, folio 576, from Roma J. Mayes Administratrix d.b.n.c.t.a. of the estate of Robert W. Johnson, Sr., to Vivian Byars, the said Robert W. Johnson, Jr., Roma J. Mayes and Veatrice Collison.

BEING ALSO the same two lots described in a lease dated April 15, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 24, folio 469, from Thomas W. Pumphrey, Jr., Attorney, etc., to Robert W. Johnson and William R. Johnson as tenants in common, for the term of ninety-nine years, renewable forever, subject to the payment of an annual rent of one cent.

THE SECOND THEREOF being in the Third Election District, laid out and described as lots Nos. thirty one and thirty two in Section U of Riviera Beach, with a total frontage of about fifty feet on Meadow Road, as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County, in Liber W.N.W. No. 2, folio 62. These lots being a part of a large tract of land of about 208 acres, conveyed to Howard M. Pumphrey, Jr., by deed dated March 1, 1923 and recorded among said Land Records in Liber W.N.W. No. 61, folio 40. See also deed from said Howard M. Pumphrey, Jr., to The Riviera Beach Development Company dated May 11, 1933 and recorded among said Land Records in Liber S.F.R. No. 111, folio 197.

BEING the same lots described in a deed dated July 30, 1958, and recorded among the Land Records of Anne

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Arundel County in Liber G.T.C. No. 1223, folio 570, from the said Roma J. Mayes, Administratrix d.b.n. c.t.a., to the said Robert W. Johnson, Jr., et al.

BEING ALSO the same lots described in a lease dated July 12, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 186, folio 99 from The Riviera Beach Development Company to Robert W. Johnson and William K. Johnson as tenants in common for the term of ninety-nine years, renewable forever, subject to the payment of an annual rent of one cent.

4. Said four infants also own, or upon settlement of the estate of the said Robert W. Johnson, Jr., will own as tenants in common with others, an undivided one-sixth (1/6) interest in the following described leasehold lots in Anne Arundel County, Maryland:

BEING in the Third Election District of Anne Arundel County and designated as Lots Nos. 1, 2, and 3, Section 8, Sunset Beach, with a total frontage of sixty feet on Stoney Creek Road, as shown on the Plat of Sunset Beach, recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, Folio 27.

BEING the same lots described in a deed dated July 30, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1223 folio 573 from the said Roma J. Mayes, Administratrix d.b.n.c.t.a., to the said Robert W. Johnson, Jr., et al.

BEING ALSO the same lots described in a lease dated August 1934, and recorded August 21, 1934, among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 430, from the Title Holding Company to Robert W. Johnson for the term of ninety-nine years renewable forever, subject to the annual rent of one cent.

5. Your Petitioner is advised and believes that it is for the benefit and advantage, and for the best interest of said four infants that the Court decree and order a sale or sales of their respective interests in the above described properties.

6. Your Petitioner in her individual capacity and Vivian Byars, Roma J. Mayes, and Veatrice Collison, the co-owners other said four infant defendants, of the lots FIFTHLY described in Paragraph 2 of this Petition, have entered into an agreement dated February 18, 1958 for the sale of said lots to one Victor Frenkil for the total sum of Five Thousand Dollars ($5,000.00)

subject to the Court's ratification and approval of said sale as to the said infants' interests. A copy of said Agreement is filed herewith as Petitioner's Exhibit "A". The time for final settlement thereunder has been extended by Agreement of the parties to October 25, 1958.

7. Your Petitioner has qualified as the Guardian of the persons and estates of said four infants in the Probate Court for the County of Aiken, South Carolina. An exemplified copy of her qualification and appointment will be filed as Petitioner's Exhibit "B".

WHEREFORE your Petitioner prays:

A. For an Order of Publication directed to said infants requiring them to answer on or before a date to be fixed therein and for the appointment of a Guardian Ad Litem to appear and answer for them, there being no guardian of said infants within the jurisdiction of this Court.

B. That the Court decree a sale or sales of the interests of said infants in said properties upon such terms and conditions as it may deem proper, and appoint a Trustee or Trustees to make such sales.

C. And for such other and further relief as your Petitioner's case may require.

AND as in duty, etc.

Jacqueline B. Johnson
Petitioner

Ward B. Coe, Jr., 901 Maryland Trust Building, Baltimore-2, Md., PLaza 2-1630 - Solicitor for Petitioner.

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AUTHORITY TO ATTORNEY

I HEREBY AUTHORIZE Ward F. Cox, Jr., to file this Petition in my name as Mother and Next Friend of the infants mentioned therein.

Jacqueline F. Johnson

STATE OF SOUTH CAROLINA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that on this 6th day of September, 1958, before me, the subscriber, a Notary Public of the State of South Carolina, in and for the County aforesaid, personally appeared JACQUELINE F. JOHNSON 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 her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

{Seal Place}

Notary Public for
My Commission expires at the
of the Governor.

My commission expires:

_____.

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LIBER 123 PAGE 189

JACQUELINE B. JOHNSON, Guardian, Mother and Next Friend of SUSAN CAROL JOHNSON, BARBARA MARIA JOHNSON, ROBERT WILLIAM JOHNSON, III, and DAVID HENRY JOHNSON, Infants, Aiken, South Carolina	:	IN THE CIRCUIT COURT
vs.	:	OF
SUSAN CAROL JOHNSON, BARBARA MARIA JOHNSON, ROBERT WILLIAM JOHNSON, III, and DAVID HENRY JOHNSON, Infants, Aiken, South Carolina	:	BALTIMORE CITY 92A/705 A-38402

PETITION TO AMEND ORIGINAL PETITION

TO THE HONORABLE THE JUDGE OF SAID COURT :

The petition of Jacqueline B. Johnson, Guardian, Mother and Next Friend of Susan Carol Johnson, Barbara Maria Johnson, Robert William Johnson, III, and David Henry Johnson, all infants, by Ward B. Coe, Jr., her solicitor, respectfully shows :

1. Your petitioner has heretofore filed herein a petition to sell the undivided interest of said infants in certain parcels of real and leasehold property described herein. A Guardian Ad Litem has been appointed for the said infants and the case is at issue.

2. Since filing said petition, your petitioner has discovered that said infants' predecessor in title, their father, and your petitioner's husband, Robert W. Johnson, Jr., prior to his death, joined with the other co-tenants of three of said parcels in a sale and conveyance of said three parcels to the Housing Authority of Baltimore City by deed recorded among the Land Records of Baltimore City on December 3rd, 1954, in Liber MLP No. 9650, Folio 431.

3. Said three parcels so conveyed to the Housing Authority of Baltimore City are as follows :

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The firstly described parcel in Paragraph 2 of the original petition filed herein being the firstly described parcel in deed dated July 6th, 1954 and recorded among the Land Records of Baltimore City in Liber MLP No. 9601, Folio 254, from the Security Development Corporation to Robert W. Johnson, Jr., et al.

The seventhly described parcel in paragraph 2 of the original petition filed herein being the firstly described parcel in a deed dated July 6th, 1954 and recorded among the Land Records of Baltimore City in Liber MLP No. 9586, Folio 335 from the DuPont Cemetery Corp., Inc. to Robert W. Johnson, Jr., et al.

The eighthly described parcel in paragraph 2 of said original petition being the secondly described parcel in said deed dated July 6, 1954, and recorded among the Land Records of Baltimore City in Liber MLP No. 9586, Folio 335, from the DuPont Cemetery Corp., Inc. to Robert W. Johnson, Jr., et al, as aforesaid.

WHEREFORE your petitioner prays leave to amend her original petition filed herein by striking out the descriptions of, and references to, the firstly, seventhly and eighthly described parcels in paragraph 2 thereof.

AND as in duty, etc.

Ward B. Coe, Jr.

Ward B. Coe, Jr.,
901 Maryland Trust Building
Baltimore - 2, Maryland
PLaza 2-1630

Solicitor for Petitioner

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ORDER

Upon the foregoing petition, it is on this 6" day of ~~December~~ January, ~~1958~~ 1959, by the Circuit Court of Baltimore City ORDERED that the petitioner herein be, and she is hereby, authorized to amend her original petition filed in this case by striking out the descriptions of, and references to, the firstly, seventhly and eighthly described parcels of land in paragraph 2 of said original petition.

Joseph L. Carter
Judge

Service by personal delivery of copy of foregoing Petition to Amend Original Petition was made on Louis Cohen, Guardian Ad Litem for the Infant Defendants, Susan Carol Johnson, Barbara Maria Johnson, Robert William Johnson, III, and David Henry Johnson, this 6 day of ~~December~~ January, ~~1958~~ 1960.

Ward B. Coe, Jr.
Solicitor for Petitioner.

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JACQUELINE B. JOHNSON, GUARDIAN, ETC.	:	IN THE
vs.	:	CIRCUIT COURT
SUSAN CAROL JOHNSON, ET AL. INFANTS	:	OF BALTIMORE CITY
	:	Case No. A-38408, Docket A-705/1958

PARTIAL DECREE

A Partial Decree having been passed herein January 13, 1959, which reserved for future consideration of the Court all of the matters mentioned in the Petition and not therein expressly adjudicated, the case having been submitted for a further Partial Decree authorizing and directing a sale of the infant defendants' interests in a portion of the parcel of land fourthly described in Paragraph 2 of the Petition, in the parcels firstly and secondly described in Paragraph 3 of the Petition and in the parcel described in Paragraph 4 of the Petition (said parcels being hereinafter more fully described) and reserving for future consideration the question of a sale or sales of the interests of said infants in the remaining parcels mentioned in the Petition as amended, and not heretofore sold, additional testimony having been taken, the pleadings, testimony and exhibits were by the Court read and considered. It appearing to the Court that said infant Defendants together own undivided fractional interests as hereinafter set forth in the respective parcels of fee simple and leasehold properties hereinafter more fully described and that it would be for the benefit and advantage and for the best interest of said infants that their said interests in said parcels be sold, it is thereupon this 8th day of January, 1960, by the Circuit Court of Baltimore City,

ADJUDGED, ORDERED and DECREED that the undivided interests hereinafter set forth of Susan Carol Johnson, Barbara Maria Johnson, Robert William Johnson, III, and David Henry Johnson, infants, in the following properties, that is to say:-

a. An undivided 1/6 interest in all that parcel of land lying in Baltimore City, designated as Lot Nos. 820,

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821, 822 and a portion of 823 as shown on the Plat of English Consul, Section A, which plat is recorded among the Land Records of Baltimore County in Plat Liber No. 3, folio 108, and being also designated as Lot Nos. 15, 16, 17 and that portion of Lot No. 18 as shown on Block Plat No. 25-5-7567 for the extension of Patapsco Avenue, filed in the proceedings as Petitioner's Examiner-Master's Exhibit 3, and being also the property described in the form of proposed Option Agreement between Vivian Byars, et al and the Mayor and City Council of Baltimore, with plat attached thereto, filed in the proceedings as Petitioner's Examiner-Master's Exhibit 2; and being also a portion of the parcel fourthly described in Paragraph 2 of the Petition filed herein;

b. An undivided 1/12th interest in all those two lots in the Third Election District of Anne Arundel County, Maryland, laid out and described as Lot Nos. sixty-three and sixty-four, Section "V" of Riviera Beach as shown on a Plat of Riviera Beach, filed among the Plat Records of Anne Arundel County, in Liber W.N.W. No. 2, folio 62; being the parcel of leasehold property firstly described in Paragraph 3 of said Petition;

c. An undivided 1/12th interest in all those two lots in the Third Election District of Anne Arundel County laid out and described as Lot Nos. thirty one and thirty two in Section U of Riviera Beach, as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County, in Liber W.N.W. No. 2, folio 62; being the parcel of leasehold property secondly described in Paragraph 3 of said Petition;

d. An undivided 1/6th interest in all those three lots of ground in the Third Election District of Anne Arundel County designated as Lot Nos. 1, 2 and 3, Section 8, Sunset Beach, as shown on the Plat of Sunset Beach recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio

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27; being the parcel of leasehold property described in Paragraph 4 of said Petition;

be sold for cash either together or separately at public or private sale and that John F. King be and he is hereby appointed Trustee to make such sale or sales, and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the Clerk, in the penalty of $2,000, conditioned for the faithful performance of the Trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises.

Before he shall make a public sale, said Trustee shall give notice by advertisement of the time, place and terms of sale in one or more daily newspapers published in Baltimore City as to the said property lying in Baltimore City, and in one or more newspapers published in Anne Arundel County as to the said properties lying in Anne Arundel County; such notice to describe the property to be sold to such extent as to make it readily recognizable and to be published at least once in each of three successive weeks, the first such publication to be not less than twenty (20) days prior to sale and the last such publication to be not more than one week prior to sale.

If the said Trustee shall sell said properties or any of them at private sale, he shall sell the same for not less than the highest appraised values of the properties sold as shown by the proof herein.

As soon as practicable after any such sale, and in no event more than thirty (30) days after the date thereof, the Trustee shall render to the Court a full and particular report of the proceedings relative to such sale with an affidavit of the fairness of the sale and of the truth of the report annexed thereto; and upon obtaining the Court's final Order of ratification of each such sale and upon the payment of the whole purchase money for the property sold, and not before, the Trustee shall by a good and sufficient deed or deeds to be executed,

acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her their or its heirs assigns or successors, with respect to the fee simple properties hereinabove described, and to the purchaser or purchasers, his, her their or its personal representatives, assigns or successors, with respect to the leasehold properties herein above described, the estates and interests of the said infants in said respective properties free, clear and discharged from all claims of the parties hereto, Petitioners and Defendants and those 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 to be distributed under the direction of this Court after deducting the costs and expenses 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 discharged his trust.

AND IT IS FURTHER ORDERED, that all of the matters mentioned in the Petition as amended and not adjudicated either by this Decree or the Partial Decree passed herein January 13, 1959, are hereby reserved for the future consideration of the Court, including particularly the matter of a sale or sales of the said infants' interests in the remaining parcels of land mentioned in the Petition as amended and not hereunder or heretofore sold.

Dulany Foster

Judge

This is a proper Decree
to be passed in this case.

Morgan M. Buchner
Master-Examiner.

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WBCJr:HM-2/4/60

LIBER 123 PAGE 196

JACQUELINE B. JOHNSON, GUARDIAN, ETC.,	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
SUSAN CAROL JOHNSON, ET AL, INFANTS	:	BALTIMORE CITY
	:	Case No. A-38408
	:	Docket A-705-1958
	:	

* * * * *

REPORT OF SALES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of John F. King, Trustee, appointed by Partial Decree of this Court passed herein January 8, 1960, to make sale of certain real and leasehold estate therein mentioned, respectfully shows:

1. After giving bond with surety for the faithful performance of his trust as required by said Partial Decree, and after having complied with all other prerequisites as required by law and the said Decree, your Trustee, joining with the adult co-owners of the properties mentioned in said Partial Decree, has sold the infant defendants' undivided interests in said properties at private sales for the highest price obtainable, and in each case for more than the highest appraised value of the interest sold as shown by the proofs herein, said sales and the terms thereof being as follows:

A. To Mayor and City Council of Baltimore all that fee simple parcel of land described and referred to in the paragraph designated "a" in said Partial Decree. The purchase price for said property is $3200 cash, of which by agreement $200 is to be applied in full to the costs and expenses of this proceeding, and of which the residue of $3000 will be divided among the vendors as their interests may appear. As the infant defendants own an undivided one-sixth (1/6) interest in said property, the sum of $700 (less proper and usual adjustments at the time of

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settlement) will come into the hands of your Trustee. A copy of the option agreement is filed in the proceedings as "Petitioner's Examiner-Master Exhibit 2". As Notice of Acceptance of the option was given by the Mayor and City Council of Baltimore January 7, 1960, settlement will be on or before April 7. A copy of said Notice of Acceptance, bearing your Trustee's endorsement dated February 3, 1960, is filed herewith as Trustee's Exhibit A.

B. To Kenneth H. Quasney and Gloria F. Quasney, his wife, all that parcel of leasehold property described and referred to in the paragraph designated "b" in said Partial Decree. The purchase price is $1700 cash upon final ratification of the sale by this Court. As the infant defendants own an undivided one-twelfth (1/12) interest in this property, $141.66 (less adjustments at the time of settlement and less broker's commission to Carl F. Yeager in the amount of 10%) will come into your Trustee's hands. A copy of the Contract of Sale is filed herewith as Trustee's Exhibit B bearing your Trustee's endorsement dated February 3, 1960.

C. To Quinto Bianchi and Anna M. Bianchi, his wife, all that parcel of leasehold property described and referred to in the paragraph designated "c" in said Partial Decree. The purchase price is $1700 cash upon final ratification of the sale by this Court. As the infant defendants own an undivided one-twelfth (1/12) interest in this property, $141.67 (less proper and usual adjustments at the time of settlement and less broker's commission to Carl F. Yeager in the amount of 10%) will come into your Trustee's hands. The contract for said sale has not been fully executed by all parties but your Trustee expects that it will have been fully executed and delivered within a very short period of time. All interested parties have agreed verbally as to all the terms of such sale, which provide for cash

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upon final ratification by this Court, the apportionment of taxes to the date of settlement and that the cost of documentary stamps shall be divided between buyers and sellers.

D. To Howard M. Pumphrey all that parcel of leasehold property described and referred to in the paragraph designated "d" in said Partial Decree. The purchase price is $7,000 cash upon final ratification of the sale by this Court. As the infant defendants own an undivided one-sixth (1/6) interest in this property, $1,166.67 (less proper and usual adjustments at the time of settlement) will come into your Trustee's hands. A copy of the contract of sale bearing your Trustee's endorsement dated February 3, 1960, is filed herewith as Trustee's Exhibit C.

2. The total amount of sales of the infants' interests is $2,150.

WHEREFORE your Trustee prays the Court to ratify and confirm said sales.

John F. King
John F. King, Trustee

Ward B. Coe, Jr.
Ward B. Coe, Jr., Solicitor

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 4th day of February, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John F. King, Trustee named in the foregoing Report of Sales, and made oath in due form of law that the matters and facts stated therein are true to the best of his knowledge and belief, and that the sales reported therein were fairly made and for the most money obtainable.

AS WITNESS my hand and Notarial Seal.

{Seal Place}

Adele Miedaake
Notary Public

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LIBER 123 PAGE 199

IN THE CIRCUIT COURT OF BALTIMORE CITY - (A-705-1958)--Jacqueline B. Johnson, Guardian, Etc., vs. Susan Carol Johnson, et al, Infants.

ORDER NISI

Ordered by the Circuit Court of Baltimore City this 5th day of Feb., 1960, that the sales of the properties mentioned in these proceedings made and reported by John F. King, Trustee appointed by Decree of this Court to make such sales, be ratified and confirmed unless cause to the contrary be shown on or before the 10th day of March, 1960, provided a copy of this Order be published in one or more of the daily newspapers published in Baltimore City at least once a week in each of three successive weeks before the expiration of one month from the date of this Order. The Report states the total amount of sales to be $2,150.

(S) Emory H. Niles

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LIBER 123 PAGE 200

JACQUELINE B. JOHNSON, GUARDIAN, ETC.

vs.

SUSAN CAROL JOHNSON, ET AL INFANTS

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

ORDERED BY THE COURT, This 11th day of March, 1960, that the total/private sale made and reported by the Trustee, on February 5th, 1960

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 to the Auditor.

Emory H. Niles

State of Maryland,
City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that

the above is a true copy of the original Docket Entries, Petition for the Sale of Infants' Property, Petition to amend Original Petition and Order of Court, Partial Decree, Report of Sales and Order Nisi and Final Order of Ratification

now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 11th day of March A. D., 19 60

Henry J. Ripperger
Clerk.

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NO. 13,546 EQUITY LIBER 123 PAGE 202

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

RAYMOND FRANCIS SESSO
1627 Seventeenth Street, Northwest
Washington, District of Columbia,
Plaintiff

vs.

SAMUEL C. WELCH (or WELSH) and
CARRIE H. WELCH (or WELSH), his wife
4317 Russell Avenue
Mount Rainier, Prince George's County,
Maryland

And any and all persons having or claiming to have any interest in property in the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 76, Block C, as shown on the map entitled "Resubdivision of Part of Section 1, Southaven on the South River, Anne Arundel County, Maryland", and now recorded among the Plat Records of Anne Arundel County in Plat Book 10, page 24,

and

G. EDWARD MOUL and
ETHELWYN A. HINE
312 Bond Building
Washington, District of Columbia

And any and all persons having or claiming to have any interest in property in the Second Election District of Anne Arundel County, Maryland, designated as Lots Nos. 16, 18, 20, 43, 48, 50, 68, 73, 74, and 78, all in Block C, as shown on the map entitled "Resubdivision of Part of Section 1, South Haven on the South River, Anne Arundel County, Maryland," and now recorded among the Plat Records of Anne Arundel County in Plat Book 10, page 24,

Defendants

****

BILL OF COMPLAINT TO FORECLOSE RIGHTS OF REDEMPTION

1959 DEC -4 AM 11:33

To The Honorable, the Judges of said Court:

Your Orator, complaining says:

First: That on or about the 14th day of October, 1958, the certificates of Tax Sale numbered A-3755 and A-3756 attached hereto and marked "Complainant's Exhibit No. 1" were issued by Joseph H. Griscom, Sr., collector of Taxes for the State of Maryland and Anne Arundel County, to the complainant herein, which certificates are prayed to be taken as a part hereof.

Second: That the properties mentioned in said certificates are described as follows:

A. Certificate No. 3755: All that lot, piece or parcel of ground situate, lying, and being in the Second Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. Seventy-six (76) of Block lettered "C" on the map entitled "Resubdivision of Part of Section 1, Southaven on the South River, Anne Arundel County, Maryland", made by Joseph N. Starkey, Civil Engineer, in June, 1937, which said map was recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 46, and now recorded in Plat Book 10, page 24, subject to the covenants, easements, and restrictions of record and to the conditions and restrictions contained in a Deed of Covenants and Restrictions made by Tidewater Shores, Inc., and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159, folio 36, and to the further covenants and restrictions contained in the Deed dated June 20, 1938, from Tidewater Shores, Inc., to Samuel C. Welch and wife, recorded among the aforesaid Land Records in Liber F. A. M. No. 189, folio 36 and being all of the same property which was conveyed to Samuel C. Welch and Carrie H. Welch, his wife, from Tidewater Shores, Inc., by Deed dated June 20, 1938, and recorded among the aforesaid Land Records in Liber F. A. M. No. 189, folio 36 and assessed on the date of the

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Collector's sale to Samuel C. and Carrie H. Welsh, whose last known address was 4317 Russell Avenue, Mt. Rainier, Maryland. The amount due on the date of sale was $19.21.

B. Certificate No. 3756: All those lots, pieces, or parcels of ground situate, lying, and being in the Second Election District of Anne Arundel County, Maryland, and shown and designated as Lots numbered sixteen (16), eighteen (18), twenty (20), forty-three (43), forty-eight (48), fifty (50), sixty-eight (68), seventy-three (73), seventy-four (74), and seventy-eight (78), all of Block lettered "C" on the map entitled "Resubdivision of Part of Section 1, South Haven on the South River, Anne Arundel County, Maryland", made by Joseph N. Starkey, Civil Engineer, in June, 1937, which said map was recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No.4, folio 46, later in Plat Cabinet No. 1, Rod A-6, Plat 15, and now in Plat Book 10, page 24, subject to the covenants, easements, and restrictions of record and to the covenants and restrictions contained in a Deed of Covenants and Restrictions made by Tidewater Shores, Inc., and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159, folio 36, and to the further covenants and restrictions contained in the Deed dated August 3, 1943, from Tidewater Shores, Inc. to G. Edward Moul and another, recorded among the aforesaid Land Records in Liber J. H. H. No. 301, folio 30; and being part of the same property which was conveyed to G. Edward Moul and Ethelwyn A. Hine from Tidewater Shores, Inc., by Deed dated August 3, 1943, and recorded among the aforesaid Land Records in Liber J. H. H. NO. 301, folio 30, which said property was assessed on the date of the Collector's sale to G. Edward Moul and Ethelwyn A. Hine, whose last known address was 312 Bond Building, Washington, District of Columbia. The amount due on the

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date of sale was $44.70.

Third: That none of the said properties have been redeemed by any party in the interest although more than one year and one day from the date of sale has expired.

Fourth: The complainant prays for process directed to the above named respondents, whose last known addresses are set out with their names after the description of the properties.

Fifth: The complainant prays for an order of publication directed to all parties in interest in the said properties.

Sixth: To redeem the properties it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from October 14, 1958, all taxes, interest, and penalties accruing subsequent to the date of sale which have actually been paid by the complainant under Sections 92 and 93 of Article 81 of the Annotated Code of Maryland (1957 Edition).

Seventh: The complainant prays the Court to pass a final decree foreclosing all rights of redemption of the defendants in and to the properties hereinbefore described.

AND, AS IN DUTY BOUND, ETC.

Raymond Francis Sesso
Raymond Francis Sesso
Plaintiff

ANDERSON & ANDERSON

by Marvin H. Anderson
Marvin H. Anderson
20 West Street
Annapolis, Maryland
Solicitors for Plaintiff
Telephone: COlonial 8-5035

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DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY that on this First day of December in the year Nineteen hundred fifty-nine before me, the subscriber, a Notary Public of the District of Columbia in and for the City of Washington, personally appeared RAYMOND FRANCIS SESSO, the complainant herein, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

AS WITNESS my hand and seal notarial.

Notary Public

My Commission Expires Oct. 14, 1960

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LIBER 123 PAGE 207

A 3755 **CERTIFICATE OF TAX SALE**

No 13,546 Equity

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 R. Sesso 1627 - 17th St. N.W. Washington D.C. at public auction for the sum of 20 Dollars and 00 Cents, of which 19 21/xx Dollars has been paid as a deposit on the property in District 2 described as Lot 76 Blk. C Sec. 1 Plat 4 as shown on the plat of South Haven

and assessed to Samuel C. + Carrie H. Welsh

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, 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. Lowe
Notary Public.

My Commission Expires May 4, 1959

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"COMPLAINANT'S EXHIBIT NO. 1959 DEC 4

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A 3756 LIBER 123 PAGE 208

CERTIFICATE OF TAX SALE

no 13,546
Equity

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 R. F. Sesso 1627 - 17th St. N.W. Washington D.C. at public auction for the sum of 100 Dollars and 00 Cents, of which 44 70/100 Dollars has been paid as a deposit on the property in Dist. 2 described as Lot 16 Blk. C. Sec. 1 Lot 18 Blk. C. Sec. 1, Plat 4, Lot 20 Blk. C, Sec. 1 Plat 4, Lot 43, 48, 50, 68, 73, 74, 78 Blk. C. Sec. 1 Plat 4, as shown on the plat of South Haven

and assessed to A. E. Heine + Edw. L. Mond.

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 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 M. Lane
Notary Public.

My Commission Expires May 4 1959

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Box 212-84
for The Stars
13546
Equity

ANDERSON & ANDERSON, SOLICITORS
20 West Street
Annapolis, Maryland

LIBER 123 PAGE 209

NO. 13546 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, RAYMOND FRANCIS SESSO vs. SAMUEL C. WELCH (or WELSH) and CARRIE H. WELCH (or WELSH), his wife, and G. EDWARD MOUL and ETHELWYN A. HINE, and any and all persons having or claiming to have any interest in property hereinafter described.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All that lot, piece, or parcel of ground situate as aforesaid and shown and designated as Lot No. Seventy-six (76) of Block lettered "C" on the map entitled "Resubdivision of Part of Section 1, Southaven on the South River, Anne Arundel County, Maryland", made by Joseph N. Starkey, Civil Engineer, in June, 1937, which said map was recorded among the plat records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 46, and now recorded in Plat Book 10, page 24, subject to the covenants, easements, and restrictions of record, and being all of the same property which was conveyed to Samuel C. Welch and Carrie H. Welch, his wife, from Tidewater Shores, Inc., by deed dated June 20, 1938, and recorded among the Land Records of Anne Arundel County, in Liber F. A. M. No. 189, folio 36, and assessed on the date of the Collector's sale to Samuel C. and Carrie H. Welsh.

B. All those lots, pieces, or parcels of ground situate as aforesaid and shown and designated as Lots numbered sixteen (16),

1553 DEC -4 PM 11:20

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eighteen (18), twenty (20), forty-three (43), forty-eight (48), fifty (50), sixty-eight (68), seventy-three (73), seventy-four (74), and seventy-eight (78), all of Block lettered "C" on the map entitled "Resubdivision of Part of Section 1, South Haven on the South River, Anne Arundel County, Maryland", made by Joseph N. Starkey, Civil Engineer, in June, 1937, which said map was recorded among the plat records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 46, later in Plat Cabinet No. 1, Rod A-6, plat 15, and now in Plat Book 10, page 24, subject to the covenants, easements, and restrictions of record, and being part of the same property which was conveyed to G. Edward Moul and Ethelwyn A. Hine from Tidewater Shores, Inc., by deed dated August 3, 1943, and recorded among the aforesaid Land Records in Liber J. H. H. No. 301, folio 30, and assessed on the date of the Collector's sale to G. Edward Moul and Ethelwyn A. Hine.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year from the date of sale has expired.

It is thereupon this 14th day of December, 1959, by the Circuit Court for Anne Arundel County, in equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the day of 12 February, 1960, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the complainant a title free and clear of encumbrances.

George T. Francis CC
Clerk

9

LIBER 123 PAGE 211

RAYMOND FRANCIS SESSO, Plaintiff	*	NO. 13,546 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
SAMUEL C. WELCH (or Welsh) and CARRIE H. WELCH (or Welsh), his wife, and others,	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

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

AFFIDAVIT OF MAILING

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of December in the year nineteen hundred fifty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin H. Anderson, attorney for the plaintiff, and made oath in due form of law that on December 8, 1959, he mailed, postage prepaid, by registered mail, return receipt requested, a true copy of the Order of Publication passed in this cause to each of the following named defendants at the addresses shown, which are the last known addresses for said defendants:

G. Edward Moul
312 Bond Building
Washington, District of Columbia

Ethelwyn A. Hine
312 Bond Building
Washington, District of Columbia

and he further made oath that on December 10, 1959, he received through the United States Mail the two attached signed receipts for said registered mail.

Marvin H. Anderson
Marvin H. Anderson
Attorney for Plaintiff

As witness my hand and seal notarial.

Myrtle J. Thomas
Notary Public

FILED

1959 DEC 10 PM 2:43

10

LIBER 123 PAGE 212

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ DELIVER ONLY TO ADDRESSEE (20¢ additional)

☐ SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (30¢ additional)

RECEIPT

Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

1. SIGNATURE OR NAME OF ADDRESSEE

x E. A. Hine

2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)

3. DELIVERY DATE

DEC 9 1959 . 19

4.

REGISTERED NO. 2733

Value $ NV Spec. del'y fee $

Fee $ 50 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 04 ☐ Airmail

POSTMARK DEC 8 1959

Postmaster, By

From Anderson & Anderson Annapolis Md

To Mr Eckleyn A Hine Wash DC

POD Form 3806 Sept. 1955

c48—16—70493-3

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ DELIVER ONLY TO ADDRESSEE (20¢ additional)

☐ SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)

RECEIPT

Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

1. SIGNATURE OR NAME OF ADDRESSEE

x Edward Moul

2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)

3. DELIVERY DATE

DEC 9 1959 . 19

4.

REGISTERED NO. 2734

Value $ NV Spec. del'y fee $

Fee $ 50 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 04 ☐ Airmail

POSTMARK DEC 8 1959

Postmaster, By

From Anderson & Anderson Annapolis Md

To Mr Edward Moul Wash - DC

POD Form 3806 Sept. 1955

c48—16—70493-3

ANDERSON & ANDERSON,
SOLICITORS
20 West Street
Annapolis, Maryland

NO. 13,546 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, RAYMOND FRANCIS SESSO vs. SAMUEL C. WELCH (or WELSH) and CARRIE H. WELCH (or WELSH), his wife, and G. EDWARD MOUL and ETHELWYN A. HINE, and any and all persons having or claiming to have any interest in property hereinafter described.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All that lot, piece, or parcel of ground situate as aforesaid and shown and designated as Lot No. Seventy-six (76) of Block lettered "C" on the map entitled "Resubdivision of Part of Section 1, Southaven on the South River, Anne Arundel County, Maryland", made by Joseph N. Starkey, Civil Engineer, in June, 1937, which said map was recorded among the plat records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 46, and now recorded in Plat Book 10, page 24, subject to the covenants, easements, and restrictions of record, and being all of the same property which was conveyed to Samuel C. Welch and Carrie H. Welch, his wife, from Tidewater Shores, Inc., by deed dated June 20, 1938, and recorded among the Land Records of Anne Arundel County, in Liber E. A. M.

OFFICE OF

LIBER 123 PAGE 213

THE STAR

GLEN BURNIE, MD., January 1, 1960

THIS IS TO CERTIFY, that the annexed advertisement of

Order Publication

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 1st day of January 1960, that is to say the same was inserted in the issues of Dec. 10,17,24,31, 1959

STROMBERG PUBLICATIONS, Inc.
Publisher.

By Edith Greenwood

59 DEC 31 PM 3:13

No. 189, folio 36, and assessed on the date of the Collector's sale to Samuel C. and Carrie H. Welsh.

B. All those lots, pieces, or parcels of ground situate as aforesaid and shown and designated as Lots numbered sixteen (16), eighteen (18), twenty (20), forty-three (43), forty-eight (48), fifty (50), sixty-eight (68), seventy-three (73), seventy-four (74), and seventy-eight (78), all of Block lettered "C" on the map entitled "Resubdivision of Part of Section 1, South Haven on the South River, Anne Arundel County, Maryland", made by Joseph N. Starkey, Civil Engineer, in June, 1937, which said map was recorded among the plat records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 46, later in Plat Cabinet No. 1, Rod A-6, plat 15, and now in Plat Book 10, page 24, subject to the covenants, easements, and restrictions of record, and being part of the same property which was conveyed to G. Edward Moul and Ethelwyn A. Hine from Tidewater Shores, Inc., by deed dated August 3, 1943, and recorded among the aforesaid Land Records in Liber J. H. H. No. 301, folio 30, and assessed on the date of the Collector's sale to G. Edward Moul and Ethelwyn A. Hine.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year from the date of sale has expired.

It is thereupon this 4th day of December, 1959, by the Circuit Court for Anne Arundel County, in equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the twelfth day of February, 1960, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the complainant a title free and clear of encumbrances.

George T. Cromwell, Clerk

TRUE COPY—TEST:
George T. Cromwell, Clerk.

Dec. 31

LIBER 123 PAGE 215

RAYMOND FRANCIS SESSO vs. Samuel C. Welch (or Welsh) and wife and others, No. 13,546 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

City of Washington
~~ANNE ARUNDEL COUNTY~~ } ss:
~~STATE OF MARYLAND~~ }
District of Columbia

I hereby certify that, on this 11th day of February, 19 60, personally appeared before me, the subscriber, a Notary Public of the ~~State of~~ District of Columbia ~~Maryland~~ in and for the City of Washington, ~~Anne Arundel County~~, RAYMOND FRANCIS SESSO,

---

---

plaintiff, in the above entitled cause, and made oath, in due form of law, that ~~defendant~~ he is not able

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

to determine whether or not the respondents, Samuel C. and Carrie H. Welch (or Welsh) and G. Edward Moel and Ethelwyn A. Hine, or any of them, are now in the military service of the United States of America, but to the best of his knowledge and belief none of said respondents are in such service, and that the property referred to herein consists of vacant lots, was not occupied by said respondents or their dependents either at the time of the tax sale herein or during the pendency of this suit for dwelling, agricultural, or business purposes.

~~and 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 11th day of February, 1960.

Notarial Seal

Katherine T. Aravanis
Notary Public

My Commission will expire on: June 14, 1962

Filed,

FILED
1960 FEB 15 AM 9:43

12

RAYMOND FRANCIS SESSO, Plaintiff	*	No. 13,546 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
SAMUEL C. WELCH (or Welsh) and CARRIE H. WELCH (or Welsh), his wife, and others, Defendants	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

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

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Raymond Francis Sesso, by Marvin H. Anderson, his Attorney respectfully shows:

1. That two returns of "Non Est" have been made against the following defendants in the above entitled case:

Samuel C. Welch (or Welsh) and
Carrie H. Welch (or Welsh), his wife

2. That the following non-resident Defendants have neither appeared nor answered as required by the Order of Publication although the time for so doing has expired, as will be seen by reference to the Certificate of Publication hereto attached:

G. Edward Moul
Ethelwyn A. Hine

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Decree Pro Confesso against said Defendants.

Marvin H. Anderson
Solicitor for Petitioner

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-1-1960 MAR -2 AM 9:16

13

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two returns of "Non Est" have been made against the Defendants set forth in Paragraph 1 of the Petition; and that the Non-Resident Defendants mentioned in Paragraph 2 of said Petition were duly notified by Order of Publication; and that the Order of Publication heretofore issued therein has been fully published in The Star, a newspaper published in Glen Burnie, Anne Arundel County, Maryland; and all of the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon this 2 day of ~~February~~ March, 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 Evans
Judge

FILED
1960 MAR -2 PM 3:45

14

RAYMOND FRANCIS SESSO, Plaintiff	*	NO. 13,546 EQUITY
vs.	*	IN THE
SAMUEL C. WELCH (or Welsh) and CARRIE H. WELCH (or Welsh), his wife and others Defendants	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

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 compliance with the provisions of Article 81, Sections 70 to 123, of the Annotated Code of Maryland, 1957 Edition.

It is, thereupon, this 4 the day of ~~March~~ April, 1960, by the Circuit Court for Anne Arundel County, in Equity, adjudged, Ordered and Decreed:

1. That all the rights of redemption of the Respondents, Samuel C. Welch (or Welsh) and Carrie H. Welch (or Welsh), his wife, and G. Edward Moul and Ethelwyn A. Hine, or of anyone claiming by, from or under them, or any of them, in and to the property described in the Bill of Complaint and Certificates of Tax Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this decree, as well as all encumbrances thereon (Except taxes accruing subsequent to said date of sale and the public easements to which the same is subject), is hereby vested in the Complainant.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of

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16

sale, the Treasurer of Anne Arundel County, shall execute a deed conveying said property to Raymond Francis Sesso.

4. That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.

5. That the Plaintiff shall pay the costs of these proceedings.

Matthew S. Evans
JUDGE

16

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
LEONARD FRANK POSI and NELLIE M. POSI, his wife 418 Rodgers Avenue	*	IN EQUITY
	*	13,529 Equity

* * * * * * * * * * *

Mr. Clerk:

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

V. Charles Rinaudo
V. Charles Rinaudo, Attorney

FILED
1959 NOV 19 AM 10:53

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 867 PAGE 368

LIBER 123 PAGE 221
MARYLAND

MORTGAGE

No. 13,529 Equity

THIS MORTGAGE, made this 24th day of September, A. D. 19 54, by and between

Leonard Frank Posi and Nellie M. Posi, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Loyola Federal Savings and Loan Association,

a corporation organized and existing under the laws of the United States hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten thousand two hundred - Dollars ($10,200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-six dollars and seventy-one cents - - - - - - - - Dollars ($56.71), commencing on the first day of October, 19 54, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 79. 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. 15, Block A, as shown on the Plat of Airage Village, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 418 Rodgers Avenue.

Being same lot of ground in Assignment dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from The Home Sales Company-A to Lennard Frank Posi and wife.

November 17, 1959

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

AS WITNESS the corporate seal of said body corporate and the signature of its Vice-President, Charles J. Fleury.

WITNESS:
Carolyn M. Schmidt
CAROLYN M. SCHMIDT

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
By Chas J. Fleury
Charles J. Fleury, Vice President

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1959 NOV 19 AM 10:59

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

16—48290-6

LIBER 123 PAGE 222

LIBER 867 PAGE 369

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:

Real Host Gas Range A 836
Youngstown Dishwasher

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of $96.00 payable in equal semi-annual instalments on the 4th 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 in the event of any subsequent default.

16—40890-8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $102.00 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.

N.B. Where interest rate appears as 4%, said rate is now increased to 4½% except as to late charge. This modification was made prior to execution and acknowledgment of this instrument.

Witness:

Regina Graham ..... [SEAL]

Regina Graham

Leonard Frank Posi ..... [SEAL]

Leonard Frank Posi ..... [SEAL]

Nellie M. Posi ..... [SEAL]

Nellie M. Posi

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 24th day of September, 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Leonard Frank Posi and Nellie M. Posi, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Regina Graham *Notary Public.*

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Recorded-29th-Sept-1954-at-1:30-P.M.

REC'D FOR RECORD
LAND RECORDS OF
BALTIMORE COUNTY
1960 APR 20 AM 10:51
ENTERED IN LIBER 867
FOLIO 372
GEO. W. ARCHER, CLERK

STATE OF MARYLAND

36378

Mortgage
Also index in chattels

FROM

LEONARD FRANK POSI AND WIFE

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 29 day of Sept. 19 54 at 1:30 o'clock P. M.
Same day recorded in Liber 867 Folio 368 &c.,
No. 867 Folio 368 &c., one of the Land Records of Baltimore Co

and examined per
JOHN H. HOPKINS, 2nd

Cost of Record, $ 10.00 Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—43500-4

File in Liber 3377

LIBER 123 PAGE 225

V. CHARLES RINAUDO, ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
LEONARD FRANK POSI and NELLIE M. POSI, his wife 418 Rodgers Avenue	*	IN EQUITY
	*	No. 13,529 Equity

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Leonard Frank Posi and Nellie M. Posi, his wife, to it dated the 24th day of September, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867 folio 368

Original Amount of Loan dated 9/24/54	$ 10,200.00	
Paid on account of principal	1,203.77	
Balance Due		$ 8,996.23
Property Expense Balance, Debit		32.82
		9,029.05
Interest from June 1, 1959 through November 30, 1959		202.44
		$ 9,231.49

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE MD.

Carolyn M. Schmidt

Carolyn M. Schmidt, notary public

FILED

1959 NOV 19 AM 10:58

6

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street Plaintiff	*	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
VS.	*	IN EQUITY
LEONARD FRANK POSI and NELLIE M. POSI, his wife 418 Rodgers Avenue	*	Docket No._____ Folio_____ Case No. 13529 Equity

* * * * * * * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of November, 1959, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared Charles J. Fleury, Vice President of Loyola Federal Savings and Loan Association and made oath indue form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

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

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

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

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

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE, MD.

Chas J. Fleury
Affiant

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED.
1959 NOV 19 AM 10:58

Assignee'
—MARYLAND—~~XXXXXXX~~ LL

LIBER 10 PAGE 134

LIBER 123 PAGE 227

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

V. Charles Rinaudo, Assignee

versus

Leonard Frank Posi and
Nellie M. Posi

No. 13,629 Equity

Assignee
BOND OF ~~TRUSTEE~~ TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, V. Charles Rinaudo

as Principal and, THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation of the State of New York as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Five Hundred and - 00/100 Dollars ($ 9,500.00) 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 18th day of November in the year of our Lord one thousand, nine hundred and fifty-nine

WHEREAS THE ABOVE BOUNDEN V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed ~~trustee~~ assignee to sell property mentioned in the proceedings in the case of

V. Charles Rinaudo, Assignee

versus

Leonard Frank Posi and Nellie M. Posi
418 Rodgers Avenue, Glen Burnie, Maryland

now pending in said Court.

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

V. Charles Rinaudo

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.

Carolyn M. Bindeman

BY: V. Charles Rinaudo (SEAL)
V. Charles Rinaudo

(SEAL)

(SEAL)

The Fidelity and Casualty Company of New York

Bonnie G. Camp
Bonnie G. Camp

By E. Patrick Moloney
E. Patrick Moloney, Attorney

FILED
1959 NOV 19 AM 10:59

Bond approved this 19th day of November, 1959.
George T. Cromwell, Clerk

9

V. Charles Rinaudo, Solicitor
2 W. Preston St., Balto. 1, Md.

Attorney's Sale

of Valuable Leasehold Property

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

By virtue of the power and authority contained in a mortgage from Leonard Frank Posi and Nellie M. Posi, his wife, dated the 24th day of September, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 867 folio 368, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Wed., Jan. 6, 1960
at 1:00 O'Clack P. M.

the following property:

Being known and designated as Lot No. 15, Block A, as shown on the Plat of Airage Village, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 418 Rodgers Aveune.

Subject to the payment of an annual ground rent of $96 payable in equal semi-annual installments of the 4th days of June and December, in each and every year.

The property is improved by a two-story row or group masonry house containing six rooms and one bath and having an asphalt shingle roof.

TERMS OF SALE: A deposit of $500 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale; taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to:

V. CHARLES RINAUDO,
Assignee, 2 W. Preston St.,
Baltimore 1, Maryland
E. T. NEWELL,
Auctioneer

No. M. G. D-29

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 228

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed Attorney's Sale 13,529 Leonard Frank Posi

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, 1960. The first insertion being made the 10th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1960 JAN -5 ... By H. Tilghman

16

LIBER 123 PAGE 229

V. CHARLES RINAUDO ~~RICHARD B. BIGGS~~ Assignee	:	IN THE
	:	CIRCUIT COURT OF
vs.	:	ANNE ARUNDEL COUNTY ~~BALTIMORE COUNTY~~
LEONARD FRANK POSI and NELLIE M. POSI, his wife 418 Rodgers Avenue	:	IN EQUITY
	: : : : : : : : : : :	Equity No. 13,529

REPORT OF SALE

The report of ~~Richard B. Biggs~~ V. Charles Rinaudo, Assignee of a mortgage made by Leonard Frank Posi and Nellie M. Posi, his wife, to Loyola Federal Savings and Loan Association and duly assigned to ~~Richard B. Biggs~~ V. Charles Rinaudo Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 867 folio 368 , and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette , a newspaper published in ~~Baltimore~~ Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Wednesday, January 6, 1960 at 1 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

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

Being known and designated as Lot No. 15, Block A, as shown on the Plat of Airage Village, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 418 Rodgers Avenue.

FILED

1960 JAN -8 AM 11:17

11

Ground Rent $ 96.00 Per Annum
payable on the 4th days of June and December
~~in Free Simple~~

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $ 9,750 , they being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo

~~Richard D. Biggs, Assignee~~
V. Charles Rinaudo, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 7th day of January, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ~~Richard D. Biggs~~ V. Charles Rinaudo the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

CAROLYN M. SCHMIDT NOTARY PUBLIC

Carolyn M. Schmidt
Notary Public
Carolyn M. Schmidt

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ORDER NISI

LIBER 123 PAGE 231

V. CHARLES RINAUDO, Assignee

versus

LEONARD FRANK POSI and
NELLIE M. POSI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,529 Equity

Ordered, this 8th day of January, 19 60, That the sale of the Property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

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

The report states that the amount of sale was $ 9,750.00

George T. Cromwell Clerk.

True Copy,

FILED 1960 JAN 8 AM 11:17

TEST: Clerk.

(Final Order)

V. CHARLES RINAUDO, Assignee

versus

LEONARD FRANK POSI and
NELLIE M. POSI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of February, 19 60, 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 Nicholson
JUDGE

FILED
1960 FEB 17 AM 9:41

13

OFFI OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 232

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,529 Leonard Frank Posi

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of February, 1960. The first insertion being made the 14th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,529 Equity

V. CHARLES RINAUDO,
Assignee

vs.

LEONARD FRANK POSI and
NELLIE M. POSI, his wife

Ordered, this 8th day of January, 1960, That the sale of the Property in these proceedings mentioned, made and reported by V. Charles Rinaudo, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $9,750.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

F-4

FILED

1960 FEB -5 PM 2:51

No. M.G. 13660

14

LIBER 123 PAGE 233

In the Case of

V. Charles Rinaudo,
Assignee
vs.
Leonard Frank Posi
and
Nellie M. Posi, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,529 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. Jahling
Auditor.

February 20, 1960

FILED
1960 FEB 25 PM 12:19

C1
1

Dr. V. Charles Rinaudo, Assignee vs. Leonard Frank Posi and Nellie M. Posi, his wife

in ac.

To Assignee for Fee, in lieu of Fee and Commissions, as agreed, viz:	250	00	250	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	18	00	56	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	32	70		
Fidelity & Casualty Co. of N.Y.-bond premium	38	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Clerk of Court - recording assignment	1	00		
Carolyn M. Schmidt - notary fees	2	00		
Registered mail		64	205	36
To Loyola Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,238	64	9,238	64
			9,750	00
Amount of mortgage claim filed	9,231	49		
Interest on principal balance of $9,029.05 from 11/30/59 to 1/6/60 @ 4½%	41	76		
	9,273	25		
Cr. Amount allowed above	9,238	64		
Balance subject to decree in personam	34	61		

16

with V. Charles Rinaudo, Assignee Cr.

1959				
Jan.	6	Proceeds of Sale	9,750 00	9,750 00
				9,750 00

LIBER 123 PAGE 236

ORDER NISI

V. Charles Rinaudo,
Assignee

VERSUS

Leonard Frank Posi
and
Nellie M. Posi, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,529 Equity.

ORDERED, This 25th day of February, 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 4th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of April next.

George T. Cromwell

FILED 1960 FEB 25 PM 12:19

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of April, 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 APR -5 PM 3:06

Matthew S. Evans
Judge

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 237

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,529 Equity
V. CHARLES RINAUDO, Assignee
Versus
LEONARD FRANK POSI and NELLIE M. POSI, his wife

Ordered, this 25th day of February, 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 4th day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of April next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1960

We hereby certify, that the annexed Order Nisi Eq 13,529 Auditor Account Leonard Frank Posi

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of April, 1960. The first insertion being made the 3rd day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1960 APR -5 AM 9:42 By H. Tilghman

19

ANN HORWITZ, MOTHER AND NEXT OF
FRIEND OF MIRIAM ADELE HORWITZ,
3721 GLEN AVENUE, BALTIMORE-15, MD.

EQUITY NO. 13360

vs.

IN THE CIRCUIT COURT FOR

MIRIAM ADELE HORWITZ, INFANT,
3721 GLEN AVENUE, BALTIMORE-15, MD.

ANNE ARUNDEL COUNTY

PETITION - SALE OF INFANT'S REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ann Horwitz, mother and next of friend of Miriam Adele Horwitz, infant, respectfully shown unto your Honors:

First: That Miriam Adele Horwitz, infant, is the Owner, in fee simple, of a parcel of land situate, lying and being on the southeast side of Bastern Avenue in the City of Annapolis, Maryland, and described in a Deed from Bertha Horwitz, unmarried, to Miriam Adele Horwitz, dated March 26, 1959 and recorded among the Land Records of Anne Arundel County, in Liber GTC 1283, page 553. A certified copy of said Deed is filed herewith and prayed to be taken as a part hereof and marked Exhibit A. The said lot or parcel of ground was conveyed to Bertha Horwitz by Arthur Trader, Assignee, by Deed dated August 25, 1924 and recorded among the Land Records of Anne Arundel County in Liber WNW 95, folio 384. A certified copy of said Deed is filed herewith and prayed to be taken as a part hereof and marked Exhibit B.

Second: Your Petitioner, as mother and next of friend of Miriam Adele Horwitz, entered into an Agreement for the sale of the property mentioned in the aforegoing paragraph under date of July 21, 1959 with Moore & Hall, Attorneys-at-Law, 1200 Eighteenth Street, Northwest, Washington, D. C., at and for the price of Thirty-five Thousand ($35,000.00) Dollars, of which Thirty-five Hundred ($3500.00) Dollars has been placed in escrow with The First National Bank of Baltimore, Maryland, and to be applied to the Purchase Price. The said Agreement having been signed by your Petitioner and William D. Hall, Partner, on behalf of Moore & Hall. A copy of said Agreement is filed herewith and prayed to be taken as a part hereof and marked Exhibit C.

FILED
1959 AUG -7 PM 3:09

Third: Your Petitioner further states to Your Honors, that the sale of this Real Estate will be to the benefit and advantage of the said Miriam Adele Horwitz, and the proceeds therefrom invested for the benefit of the said infant.

I. Now, therefore, your Petitioner prays, Your Honors, to pass a decree in the premises, authorizing and ordering sale of the Real Estate mentioned herein in accordance with the provisions of Article 16, Sections 51 and 52, 1957 Edition, Code of Public General Laws of Maryland.

II. And that your Petitioner have such other and further relief as this case may require.

May it please Your Honors to grant unto your Petitioner the Writ of Subpoena directed to the said Miriam Adele Horwitz and Ann Horwitz, mother and next of friend, residing at 3721 Glen Avenue, Baltimore-15, Md., commanding them to be and appear in this Court at some certain date to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

George E. Rullman
George E. Rullman,
Solicitor for Plaintiff.

Ann Horwitz
Plaintiff,
Ann Horwitz, mother and next of friend of Miriam Adele Horwitz.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 6th day of August, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Ann Horwitz, mother and next of friend of Miriam Adele Horwitz, Infant, and made oath in due form of law thatthe matters and facts set forth in the aforegoing Petition are true as therein stated.

Witness my hand and notarial seal.

Daniel M. Eichberg
Notary Public.

LIBER 123 PAGE 240

BOOK 1283 PAGE 453

THIS DEED, Made this 26 day of March, in the year Nineteen Hundred Fifty-nine (1959), by and between Bertha Horwitz, unmarried, party of the first part, hereinafter called Grantor, and Miriam Adele Horwitz, party of the second part, hereinafter called Grantee, all of the City of Baltimore, State of Maryland,

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations paid her by the party of the second part, and receipt whereof by the party of the first part is hereby acknowledged the said Grantor has bargained and sold, and by these presents does grant and convey unto the said Miriam Adele Horwitz, her heirs and assigns, in fee simple, all her right, title, and interest, and estate, in and to the following described property located in Anne Arundel County, State of Maryland;

FIRST: ALL that property situate lying and being on Third Street and Chesapeake Avenue in the City of Annapolis and being a portion of Lot #67 as laid down on the Plat of Eastport, made by John Duvall, Surveyor, and filed among the Land Records of Anne Arundel County in Plat Book No. 1, Section 1, folio 11.

Being the identical property which was conveyed to Bertha Horwitz and Harry Horwitz, her brother as Joint Tenants and not as Tenants in common, by Gertrude M. Matzen, individually and Gertrude M. Matzen, Committee of Frederick A. Matzen, Incompetent, by deed dated August 1, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 702 folio 474.

SECOND: ALL that lot or parcel of land situate, lying and being on the Southeast side of Eastern Avenue in the City of Annapolis which is accurately described in a deed from Arthur Trader, Assignee, to Bertha Horwitz by deed dated August 25, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 95 folio 384.

THIRD: ALL that property known and designated as No. 8 and 10 West Street, Annapolis, Maryland which is fully described in a deed from Eli H. Horwitz, unmarried, to Bertha Horwitz, Jennie G. Horwitz (since deceased), and Harry Horwitz, as joint tenants and not as

Examiner's Exh. #1
Horwitz vs. Horwitz
13,360 Equity
Malcolm Smith, Examiner

FILED
1959 AUG -7 PM 3:09

EXH A

1959 OCT 16 PM 12:13

3

tenants in common by deed dated January 3, 1916 and recorded among the Land Records of Anne Arundel County in Liber G. W. 123, folio 301.

FOURTH: ALL that lot or parcel of land situate lying and being on the Northwest corner of the intersection of West Street and Church Circle being known and designated as No. 2, 4, and 6 West Street, Annapolis, Maryland which is fully and accurately described in a deed from Eli H. Horwitz, single, to Bertha Horwitz, and Harry Horwitz, as joint tenants and not as tenants in common, by deed dated October 25, 1918 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 19, folio 69.

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

TO HAVE AND TO HOLD the above described property or parcel of land unto and to the proper use and benefit of the said Miriam Adele Horwitz, her heirs and assigns, in fee simple,

AND the said Grantor hereby covenants that she will Warrant Specially the title to the property hereby conveyed and that she will execute such other and further assurances that may be requisite or necessary.

WITNESS the hand and seal of the within Grantor.

Test:

Harry Horwitz — Bertha Horwitz (SEAL)

CITY OF BALTIMORE, to wit:-

I hereby certify that on this 25th day of March, 1959, before the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore, aforesaid, personally appeared Bertha Horwitz, unmarried and acknowledged the aforegoing instrument of writing to be her act and deed.

WITNESS my hand and Notarial Seal.

475

Edith W. Cheren, Notary Public

Rec'd for record Mar. 31 1959 at 11:06 A.M.
Mailed to George E. Rullman

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. 1283, folio 453, 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 31st. day of July, 1959, A. D.

George T. Cromwell, Clerk S.

George T. Cromwell, Clerk

5

and sold to Arthur Trader 2 Oct 1924

Ex

($3.00 Rev. Stamps)
This Deed made this 25th day of August nineteen hundred and twenty four by Arthur Trader assignee of Anne Arundel County State of Maryland of the first part and Bertha Horwitz of Baltimore City State of Maryland of the second part.
Witnesseth That in consideration of the sum of Three thousand dollars ($3,000.00) the said party of the first part does hereby grant and convey unto the said party of the second part her heirs and assigns in fee simple.
All that lot of ground and premises situate lying and being in the Second Election District of Anne Arundel County State of Maryland in the village of Eastport and more particularly described as follows:-
Beginning for the same at a point on the southeasterly line of Eastern avenue eighty five feet

distant in a Southwesterly direction from the point of intersection of the said line of Eastern Avenue with the Northeasterly line of Sixth Street if extended across said Avenue and running thence in a Southwesterly direction with the line of Eastern Avenue one hundred and eighty two feet thence at right angles to said avenue and in a Southeasterly direction two hundred and ninety seven feet more or less to the tide water line of Chesapeake Bay thence with the tide water line of said bay and in a Northeasterly direction one hundred and eighty two feet more or less to the line of the lot sold and conveyed to William Murray and wife by deed dated July 13th 1905 and recorded in Liber G.W. No 42 folio 53 &c thence with the last mentioned line and in a Northwesterly direction two hundred and ninety feet more or less to the place of beginning

Being the same property conveyed by assignment of mortgage to the said Arthur Trader from Bertha Horwitz dated 15th May 1924 and recorded in Liber W.N.W. No 18 folio 52 one of the Land Record Books of Anne Arundel County and under a power of sale contained in said Mortgage the said Arthur Trader mortgagee after giving the required notice of publication sold the same unto the said Bertha Horwitz at public sale at the Court House door at Annapolis Maryland for the consideration herein named said sale having been duly reported to the circuit Court of Anne Arundel County in No. 4878 Equity the said sale having been finally ratified and confirmed

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 above described lot of land and premises - 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 part in fee simple.

And the said party of the first - does hereby covenant that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances of said property as may be requisite

Witness the hand and seal of said grantor

Test: Ida G. M. Gardner — Arthur Trader (seal)

State of Maryland Anne Arundel County Set:

I hereby certify that on this 25th day of August Nineteen hundred and twenty four before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Arthur Trader and did acknowledge the foregoing Deed to be his act.

(notary seal) Ida G. M. Gardner
Notary Public

Recorded 25th August 1924 2:30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL, COUNTY, SCT.

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber W.N.W. No. 95, folio 384, 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 31st. day of July, 1959, A. D.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

Filed Aug 7, 1959 at 3 P.M. Exh. [illegible]

Examiner's Exh. #2
Hornsby & Hornsby
#13,366 Equity
[illegible]
Examiner

RE-FILED
1959 OCT 16 PM 12:18

THIS AGREEMENT, made in duplicate this 21st day of July, 1959, by and between Ann Horwitz, mother and next friend of Miriam Adele Horwitz, 3721 Glen Avenue, Baltimore 15, Maryland, party of the first part and Moore and Hall, Attorneys at Law, 1200 Eighteenth Street, N.W., Washington 6, D. C., party of the second part, witnesseth:

THAT the party of the first part does hereby bargain and sell to the party of the second part, and the party of the second part does hereby agree to purchase from the party of the first part all that lot or parcel of land situate, lying and being in the Sixth Election District, Anne Arundel County, Maryland, and more particularly described in a deed dated August 25, 1924, from Arthur Trader, Assignee, to Bertha Horwitz, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 95, folio 384, and being the same property secondly described in a deed dated March 25, 1959, from Bertha Horwitz to Miriam Adele Horwitz, recorded among the aforesaid Land Records in Liber G.T.C. 1283, folio 453.

At and for the price of $35,000 of which $3500 has been placed in escrow with the First National Bank, Baltimore, Maryland, to be applied to the purchase price and the balance to be paid to the party of the first part at the date of settlement, which shall be within forty-five days from the date hereof or as soon thereafter as a report of title can be secured by the party of the second part, provided the same is ordered promptly.

AND it is further agreed by the parties hereto that the

1959 OCT 16 PM 12:13

Examiner's Exh. #3
Horwitz vs. Horwitz
#13,360 Equity
Michael Horwitz, Examiner

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EXH C

10

party of the first part will promptly initiate suitable litigation in the Circuit Court for Anne Arundel County under the appropriate statutory provisions of Article 16, 1957 Code, to have this contract made on behalf of the infant, Miriam Adele Horwitz, ratified and confirmed by the said Court.

AND it is further agreed by the parties that the party of the second part will pay, in addition to the aforementioned sum, an amount not to exceed $500 to cover all costs, appearance fee, and counsel fee for services rendered in the aforementioned litigation.

AND it is further agreed between the parties hereto that this contract shall be null and void and of no effect and the deposit heretofore placed in escrow shall be returned to the party of the second part should the Circuit Court of Anne Arundel fail or refuse to ratify this contract on behalf of the infant child.

UPON the payment of the balance of the purchase price, the party of the first part shall convey the property to the party of the second part by a good and merchantable title.

Taxes, water rent, insurance, special assessments, if any, and all other public charges to be adjusted to the date of settlement.

Costs of revenue stamps to be divided equally between the

parties hereto.

Witness the hand and seal of the parties hereto, the day and year as above set out, to this and duplicate of like tenor and date.

Witness Harry Horwitz

[illegible] (SEAL)

Moore & Hall (SEAL)

Witness Peter Schaub

By William D. Hall,
Partner

LIBER 123 PAGE 250

ANN HORWITZ, MOTHER AND NEXT OF FRIEND OF MIRIAM ADELE HORWITZ, 3721 GLEN AVENUE, BALTIMORE-15, MD.

vs.

MIRIAM ADELE HORWITZ, INFANT, 3721 GLEN AVENUE, BALTIMORE-15, MD.

EQUITY NO. 13360

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM TO ANSWER FOR INFANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ann Horwitz, mother and next of friend of Miriam Adele Horwitz, the Plaintiff in the above cause respectfully represents:

That the said Miriam Adele Horwitz, the Defendant in said cause, having been duly returned summoned, but being an Infant, cannot answer and defend this suit for herself.

Your Petitioner prays, Your Honors, to appoint a Guardian Ad Litem to appear and answer for said Infant.

AND, AS IN DUTY BOUND, ETC.,

George E. Rullman,
Solicitor for Plaintiff.

Plaintiff,
Ann Horwitz, mother and next of friend of Miriam Adele Horwitz.

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I HEREBY CERTIFY, That on this 3rd day of September, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared the above named, Ann Horwitz, and made oath in due form of law that the matters and facts in the aforegoing Petition are true, as therein stated.

Witness my hand and Notarial Seal.

DANIEL M. EICHBERG NOTARY PUBLIC BALTIMORE CO. MD.

Notary Public.

FILED

1959 SEP -4 AM 11:43

13

ORDERED, This 4th day of September, 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, the aforegoing Petition and Affidavit, that John A. Blondell be, and he is hereby, appointed Guardian Ad Litem, to appear and answer for Miriam Adele Horwitz, Infant, Defendant in the above cause.

Benjamin Nicholson
Judge.

FILED
1959 SEP -4 PM 3:55

14

ANN HORWITZ, MOTHER AND NEXT OF FRIEND OF MIRIAM ADELE HORWITZ, 3721 GLEN AVENUE, BALTIMORE-15, MD.	:	EQUITY NO.
vs.	:	IN THE CIRCUIT COURT FOR
MIRIAM ADELE HORWITZ, INFANT 3721 GLEN AVENUE, BALTIMORE-15, MD.	:	ANNE ARUNDEL COUNTY

ANSWER OF INFANT BY GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Miriam Adele Horwitz, Defendant, by John A. Blondell, Guardian Ad Litem, duly appointed by Order of this Court to the Bill of Complaint of Ann Horwitz, Mother and next of friend of Miriam Adele Horwitz, against her in this Court exhibited:

This Defendant being an Infant cannot admit any of the matters and things in the said Bill alleged, and submits her rights thereunder to the protection of this Court.

AND, AS IN DUTY BOUND, ETC.,

John A. Blondell

Guardian Ad Litem,
John A. Blondell.

FILED

1959 SEP -9 PM 11:10

15

LIBER 123 PAGE 253

ANN HORWITZ, MOTHER AND NEXT OF FRIEND OF MIRIAM ADELE HORWITZ, 3721 GLEN AVENUE, BALTIMORE 15, MD.

vs.

MIRIAM ADELE HORWITZ, INFANT, 3721 GLEN AVENUE, BALTIMORE 15, MD.

EQUITY NO. 13,360

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

PETITION TO TAKE TESTIMONY AND ORDER OF COURT THEREON

1959 SEP 11

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ann Horwitz, mother and next of friend of Miriam Adele Horwitz, the Plaintiff in the above cause respectfully represents:

That the Defendant has answered the Bill of Complaint and that she desires to take testimony in this case and prays that leave be granted her to do so before any one of the standing examiners of this Court.

George E. Rullman

George E. Rullman,
Solicitor for Plaintiff

ORDER OF COURT

ORDERED, this 11th day of September, in the year 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, that leave be granted to the parties in this case to take testimony, as prayed, before any one of the standing examiners of this Court.

Benjamin Michaelson
Judge

1959 SEP 11 PM 3:

16

ANN HORWITZ, MOTHER AND NEXT OF	*	IN
FRIEND OF MIRIAM ADELE HORWITZ	*	THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
	*	
MIRIAM ADELE HORWITZ, INFANT	*	NO.13,360 EQUITY

* * * *

TESTIMONY ON BEHALF OF PLAINTIFF

September 23, 1959

Present:

Mr. George E. Rullman, Solicitor for Plaintiff

Mr. John A. Blondell, Guardian ad Litem

Mr. Malcolm B. Smith, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Charles F. Lee, Jr., pages 2 - 4.

J. Norman Smith, pages 5 - 7.

Ann Horwitz, pages 8 - 10.

Miriam Adele Horwitz, page 11.

FILED

1959 OCT 16 PM 12:00

Charles F. Lee, Jr., a witness of lawful age being first duly sworn, deposes and says:

(Mr. Rullman)

1 State your name, address and occupation.

A Charles F. Lee, Jr., Ritchie Highway, Real Estate and Insurance.

2 How long have you been engaged in the real estate business?

A 26 years.

3 Did you have an occasion to visit and inspect the property now titled in the name of Miriam Adele Horwitz?

A I did.

4 And where is that property?

A It's on Eastern Avenue, Annapolis, Maryland.

5 Now, I hand you a certified copy of a deed, a deed dated March the 25th, 1959, from Bertha Horwitz, unmarried, to Miriam Adele Horwitz, which is recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1283, folio 453, and I ask you to look at the second described property in this deed, and is that the property that you looked at?

A Yes.

6 Now, what does that property consist of?

A It's one lot, approximately 180 feet on the street and about the same on the water, and about 140, close as I can judge, 140 feet in depth.

7 And it is waterfront property?

A It's waterfront and it has two, what I call, shacks.

(Mr. Rullman)

I would like to file this deed as Examiner's exhibit 1.

(CERTIFIED PHOTOSTAT COPY OF DEED MARKED EXAMINER'S EXHIBIT NO.1)

8 I show you another deed, certified copy, dated the 25th day of August, 1924, from Arthur Trader, Assignee, to Bertha Horwitz. Will you look at that deed and does that describe that property?

A Yes.

9 That's the same property that you testified to, that you visited and examined?

A Yes.

10 Now, what improvements are on this property?

A Two small dwellings and one shed.

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

11 I hand you a copy of an agreement made in duplicate dated the 21st of July, 1959, entered into between Ann Horwitz, mother and next of friend of Miriam Adele Horwitz, and Moore and Hall, Attorneys at Law, 1200 Eighteenth Street, N.W., Washington 6, D.C. wherein they agree to purchase this property at and for the sum of Thirty Five Thousand Dollars ($35,000.00) In your opinion, is this an adequate price for that property, adequate and fair price?

A Yes, it is.

12 And as a real estate operator with some years experience, do you think it would be to the advantage of this infant to have this property sold in accordance with this contract and the proceeds therefrom invested for her benefit?

A I think it's very logical. (AGREEMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

(Mr. Smith)

13 Is the property producing any income at the present time?

A I don't know.

14 You don't know?

A No, there's no one in the houses at the present time, that I could ascertain, they seemed to be empty.

(Mr. Rullman)

15 Now, would you elaborate on the description of the buildings themselves a little more fully?

A Well, they're on piers, they're just summer shacks.

16 Describe the construction.

A They're frame, wooden roofs, built on piers, no evidence of any basement or any heat.

17 Did you go in the buildings?

A No, had to look in the windows, that's all.

18 You don't know how many rooms are in the place?

A Not more than 3 in one, and 1 in the other one.

(Mr. Smith)

19 Can this property be put in condition to make it income producing at any reasonable price?

A No.

20 So that you would say that the principle value of the property is in the land itself and not in the improvements?

A In the land.

21 And is that the basis for your saying it would be advantageous to the infant to sell it?

A Yes.

(Mr. Blondell)

Waive cross-examination.

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...Chas. D. Leff, Jr.....

21

J. Norman Smith, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Rullman)

1 Will you state your name, residence and occupation?

A J. Norman Smith, 16 Maryland Avenue, Annapolis; real estate.

2 How long have you been engaged in real estate?

A Here in Annapolis about 10 years, as a broker.

3 Have you had experience in appraising property?

A Yes sir.

4 Have you appeared in Court as an appraiser?

A Well, I haven't had any cases in Court.

5 But you have had experience of 10 years in real estate?

A Yes.

6 In the sale of real estate and negotiations in sales of real estate in and around Annapolis?

A Yes.

7 And Anne Arundel County?

A Yes.

8 Did you have an occasion to visit the property on Eastern Avenue, known as the Horwitz property?

A Well, I had an occasion this morning, late this morning, as a matter of fact, to look it over, casually. And it's located on Eastern Avenue, over in the Horn Point area.

9 You went on the property, did you?

A Oh, yes.

10 You walked over the property?

A Yes, walked down to the waterfront and just walked around the outside, we didn't go inside.

11 Now, you were with Mr. Charles F. Lee when you went there?

A Yes, we didn't spend much time, and I'll tell you

the reason why, we went over it and that's about all. You have the area there, about 180 feet frontage.

12 Now, Mr. Smith, I show you a certified copy of a deed, dated March 25th, 1959, Bertha Horwitz, unmarried, and Miriam Adele Horwitz; and this deed is recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1283, folio 453. And I ask you to look at the second parcel described in this deed, is that the property that you went on this morning and examined?

A Yes, that is the property.

13 Now, then, I show you another certified copy of a deed, dated August the 25th, 1924, from Arthur Trader, Assignee, to Bertha Horwitz, and that's recorded in Liber W.N.W. No. 95, folio 384, will you look at that deed and does that describe the property that you went to inspect and examine this morning?

A Yes sir, that seems to be the one.

14 Well, now, will you describe that property and the dimensions of it, if you can give it, and also, what, if any, improvements are there on and the conditions of the improvements?

A Well, approximately 180 feet on Eastern Avenue and about the same frontage on the waterfront.

15 What's the depth of it?

A Oh, around 140 - 145 feet, I would say, and the improvements are two or three, let's see, there's two cottages and then a little utility building it appears to be, but we didn't go into any of the buildings.

16 Did you look in the windows?

A I didn't.

17 What's the construction of those buildings?

A They're frame, they're what you might say, they're old fashion summer cottage type, and the condition of the buildings is not good and there's very little value in the improvements, I would say.

18 Now, then I show you a copy of a contract of sale entered into between Ann Horwitz, mother and next of friend of Miriam Adele Horwitz, and Moore and Hall, Attorneys, 1200 Eighteenth St. N.W., Washington 6, D.C., and this is a duplicate and it is dated July the 21st, 1959, and provides the sale price of Thirty Five Thousand Dollars ($35,000.00), in your opinion, as a real estate man, is that a fair and adequate price for this property?

A I would think that was a very fair price.

19 Do you have an opinion as to whether or not it would be to the advantage of this infant defendant to accept the sale and make the sale and have the proceeds therefrom invested for her welfare and benefit?

A I would say, yes.

(Mr. Smith)

20 Do you know whether the property is income producing at the present time?

A Well, no, I wouldn't think so.

21 Do you know whether or not it's rented?

A No, I'm not sure about that.

22 In your opinion, could the property be made tenantable and income producing at any reasonable expense?

A Well, to improve or restore the buildings that are already there, I would say, it would not be wise.

(Mr. Blondell)

Waive cross-examination.

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. Thomas Smith.....

25

Ann Horwitz, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Rullman)

1 Would you state your name and residence?

A Mrs.Ann Horwitz, 3721 Glen Avenue, Baltimore, Md.

2 And you are the widow of Eli H. Horwitz?

A Yes.

3 Who was engaged in business in Annapolis for a number of years?

A Yes.

4 Now, do you know Miriam Adele Horwitz?

A Yes.

5 What relation is she to you?

A She's my daughter.

6 How old is your daughter?

A My daughter is 17½.

7 Now, Mrs. Horwitz, you entered into a contract of sale on behalf of your daughter for the sale of property on Eastern Avenue with Moore and Hall, Attorneys, 1200 Eighteenth St., N.W., Washington 6, D.C. under date of July the 21st, 1959, as the mother and next of friend of Miriam Adele Horwitz?

A Yes.

8 And this is the contract or copy of it?

A Yes.

9 I show you a certified copy of a deed, dated March 25th, 1959, entered into between Bertha Horwitz, unmarried, and Miriam Adele Horwitz, and that is recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1283, folio 453, and I ask you to look at this deed, or this copy of the deed, and I direct your attention to the second parcel described there, is that the property in question?

A Yes.

10 Now, then I show you a copy of another deed from Arthur Trader, Assignee, to Bertha Horwitz, dated the 25th day of August, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 95, folio 384, will you look at that deed and tell us whether that describes the property in question?

A Yes.

11 Bertha Horwitz, is she a relation of yours and your daughter?

A She is Miriam's aunt, my sister-in-law.

12 Now, when you entered into this contract of sale for this property on behalf of your daughter, you were of the opinion that it was for her advantage and benefit that this property be sold in accordance with the contract?

A Yes.

13 Do you feel that it would be to her advantage to invest the proceeds from the sale for her income and benefit?

A Yes, very definitely.

14 Now, Mrs. Horwitz, you have seen this property from time to time?

A Yes.

15 And will you please describe it in some detail?

A Well, it fronts on what we have called Chesapeake Bay, but I understand it is an arm of Back Creek, according to Annapolis description; and on Eastern Avenue, I don't know the exact footage, someplace between 175 feet - 200 feet, I don't know exactly.

16 Well, both these real estate men have testified it's been 140 feet?

A Well, I'm sorry, I didn't hear that.

17 And it runs to the waters of Back Creek or the arm of the Chesapeake Bay?

A Yes, it has two summer cottages, neither of them fit for all year round use, and two houses, you would call them, are boat houses.

18 Well, it's definitely summer property?

A Summer property.

19 What's the construction of them?

A The one is shingle and the other is clapboard.

20 What is their state of repair?

A Fair, only fair.

21 Is it income producing at the present time?

A No, quite the reverse.

22 In other words, you have to pay taxes and insurance and so forth, and get no return from it?

A No return.

23 Would it take considerable amount of money to put these improvements in a good state of repair?

A Far more than it would be advisable for us to do.

(Mr. Blondell)

No questions.

QUESTION BY THE EXAMINER:

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

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

Answer....no.....

Signature....Amy Hardy.....

Miriam Adele Horwitz, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Rullman)

1 You are Miriam Adele Horwitz?

A Yes.

2 Now, where do you live?

A 3721 Glen Avenue, Baltimore.

3 How old are you?

A 17½.

4 Do you live with your mother?

A Yes.

5 Now, you heard your mother's testimony, haven't you?

A Yes.

6 Would you want your mother on your behalf to execute this contract and sell this property at a figure of $35,000.00, and invest the proceeds of that sale for your benefit and advantage?

A Yes.

7 Have you visited the property?

A Can I say something? This deal is going to go through, but I don't want it sold. I'm too little to run it by myself anyway, and I like it down there.

8 Do you have sufficient money to pay taxes and improve the property?

A No, it would cost a fortune, I know.

9 Well, in view of that, ~~don't~~ do you think it would be to your advantage to sell the property?

A Yes; not if we lived there.

10 Well, you don't live there, do you?

A No, but we use to.

11 Did you live there all the year round?

A No, just in the summer, but it's great.

(Mr. Blondell) No questions

QUESTION BY THE EXAMINER:

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

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

Answer No.....

Signature Miriam A. Dowity.....

31

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 16th day of October, 1959.

Malcolm B. Smith (SEAL)
Malcolm B. Smith, Examiner

M.S. $10.00

I.H. $11.00

ANN HORWITZ, MOTHER AND NEXT OF FRIEND OF MIRIAM ADELE HORWITZ, 3721 GLEN AVENUE, BALTIMORE-15, MD.	:	EQUITY NO. 13,360
vs.	:	IN THE CIRCUIT COURT FOR
MIRIAM ADELE HORWITZ, INFANT, 3721 GLEN AVENUE, BALTIMORE-15, MD.	:	ANNE ARUNDEL COUNTY

DECREE FOR THE SALE OF THE INFANT'S INTEREST IN REAL ESTATE

This cause, standing ready for hearing and being submitted, and the proceedings, exhibits and testimony all having been read and fully considered by the Court,

It is thereupon, this 3d day of November, 1959, by the Circuit Court for Anne Arundel County in Equity Adjudged, Ordered and Decreed that the interest of the Infant in the Real Estate mentioned in these proceedings be sold, either at public or private sale. That George E. Rullman be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

He shall file with the Clerk of this Court a Bond to the State of Maryland, executed by him, and a Surety, in the penalty of $35,000 to the State of Maryland, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order, in the premises. He shall then proceed to sell the interest of the Infant as in his discretion may be for the best interest of the Infant, and if sold at public sale, give the required notice of the time, place and manner of the sale by advertisement in accordance with the practice of this Court; and if sold at private sale, the terms shall be cash upon delivery of the Deed; and as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by this Court and upon payment of the whole purchase money therefor, and not before, the said Trustee shall, by a good and sufficient Deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of such property, his, her or their heirs, the interest of the Infant in the property mentioned in these proceedings, free and

clear and discharged from all claims of the Infant's Estate and those claiming by, from or under them or any of them; the said Trustee shall bring into this Court the money arising from said sale, to be administered under the direction of this Court after deducting the costs of this proceeding then due and unpaid, and such commission thereon to the said Trustee as this Court may think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Michaelson
JUDGE.

TRUSTEE AND COMMITTEE'S BOND

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 123 PAGE 272

LIBER 10 PAGE 126

ANN HORWITZ, MOTHER AND NEXT OF FRIEND OF MIRIAM ADELE HORWITZ	EQUITY NO. 13,360
vs.	BOND OF { COMMITTEE / TRUSTEE
MIRIAM ADELE HORWITZ, INFANT	

KNOW ALL MEN BY THESE PRESENTS: That ~~we~~ I, George E. Rullman, Attorney, of Anne Arundel County, State of Maryland - - - -

and the NATIONAL SURETY CORPORATION, as Principal, a body corporate, duly incorporated under the laws of the State of New York, and duly authorized by its charter to become sole surety on bonds, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Thousand - - - Dollars ($ 35,000.00), current money, to be paid to the said State or its certain attorneys, for 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 fourth day of November in the year of our Lord one thousand nine hundred and fifty-nine

WHEREAS, THE ABOVE BOUNDEN, George E. Rullman, Attorney, by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, in Equity dated the third day of November nineteen hundred and fifty-nine has been appointed Trustee, - - - - mentioned in the proceedings in the case of

Ann Horwitz, Mother and next of friend of Miriam Adele Horwitz,

vs.

Miriam Adele Horwitz, Infant,

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, George E. Rullman, Attorney, 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

George E. Rullman (SEAL)

Margaret S. Harris (SEAL)

(SEAL)

Witness as to surety

NATIONAL SURETY CORPORATION

Julia M. Savko

BY Rose M. Bausch

Julia M. Savko

Rose M. Bausch Attorney-in-Fact

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

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1959 NOV -6 AM 10:53

35

ANN HORWITZ, MOTHER AND NEXT OF FRIEND OF MIRIAM ADELE HORWITZ, 3721 GLEN AVENUE, BALTIMORE 15, MD.	:	EQUITY NO. 13,360
	:	IN THE CIRCUIT COURT FOR
vs.	:	
MIRIAM ADELE HORWITZ, INFANT, 3721 GLEN AVENUE, BALTIMORE 15, MD.	:	ANNE ARUNDEL COUNTY

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale by George E. Rullman, Trustee, respectfully shown unto Your Honors:

That under and by the authority of a Decree for sale of the infant's real estate mentioned in these proceedings and passed by this Honorable Court under date of November 3, 1959, your Trustee, at private sale, sold the real estate of the infant to Nelson Moore and William D. Hall, Attorneys, at and for the price of Thirty-five Thousand Dollars ($35,000.00), of which Three Thousand Five Hundred Dollars ($3,500.00) has been paid on account, and the further consideration that the said Purchasers, in addition to the aforementioned sum, will pay an amount not to exceed Five Hundred Dollars ($500.00) to cover costs and counsel fees rendered in this litigation, as a deposit in accordance with the Contract of Sale filed herewith and prayed to be taken as a part hereof; the property being described as follows:

All that lot or parcel of land situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, and more particularly described in a deed dated August 25, 1924, from Arthur Trader, Assignee, to Bertha Horwitz and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 94, folio 384, and being the same property secondly described in a deed dated March 25, 1959, from Bertha Horwitz to Mariam Adele Horwitz and recorded among the aforesaid Land Records in Liber G.T.C. 1283, folio 453.

Your Trustee further reports that he has received from the Purchasers a deposit of Three Thousand Five Hundred Dollars ($3,500.00) as hereinbefore stated and the Purchasers have agreed to comply with the terms of sale, which are as follows:

1960 JAN-7 PM 2:50

26

Balance of purchase price to be paid on delivery of deed conveying the property mentioned in these proceedings and also the sum not to exceed Five Hundred Dollars ($500.00) as hereinbefore set forth. All taxes and public charges to be adjusted to date of final ratification of this reported sale.

Respectfully submitted,

George E. Rullman, Trustee

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

I hereby certify that on this 7th day of January, 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

ANNA C. RITTER NOTARY PUBLIC ANNE ARUNDEL COUNTY MARYLAND

Notary Public

THIS AGREEMENT made in duplicate this 31st day of December, 1959, by and between George E. Rullman, Trustee, Annapolis, Maryland, party of the first part, and Moore and Hall, Attorneys at Law, 1200 Eighteenth Street, N.W., Washington 6, D.C., party of the second part, witnesseth:

WHEREAS, George E. Rullman, Esq., was appointed Trustee to make sale of the hereinafter described property by decree of the Circuit Court for Anne Arundel County dated November 3, 1959, in a proceeding pending therein styled "Ann Horwitz, mother and next friend of Miriam Adele Horwitz, infant, vs. Miriam Adele Horwitz, infant" being known as No. 13,361 Equity, and

WHEREAS, George E. Rullman has filed a bond in the said proceedings as required by the aforesaid decree.

The party of the first part does hereby bargain and sell to the party of the second part and the party of the second part does hereby agree to purchase from the party of the first part all that lot or parcel of land situate, lying and being in the Sixth Election District, Anne Arundel County, Maryland, and more particularly described in a deed dated August 25, 1924, from Arthur Trader, Assignee, to Bertha Horwitz, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 95, folio 384, and being the same property secondly described in a deed dated March 25, 1959, from Bertha Horwitz to Miriam Adele Horwitz,

FILED
1960 JAN -7 PM 3:00

38

recorded among the aforesaid Land Records in Liber G.T.C. 1283, folio 453.

At and for the price of $35,000 of which $3500 has been paid as a deposit at or before the signing hereof, to be applied to the purchase price and the balance to be paid to the party of the first part at the date of settlement, which shall be immediately upon the final ratification of this sale by the Circuit Court for Anne Arundel County.

AND it is further agreed by the parties that the party of the second part will pay, in addition to the aforementioned sum, an amount not to exceed $500 to cover all costs, appearance fee, and counsel fee for services rendered in the aforementioned litigation.

AND it is further agreed between the parties hereto that this contract shall be null and void and of no effect and a deposit hereinbefore made shall be returned to the party of the second part should the Circuit Court for Anne Arundel County fail or refuse to ratify this sale.

Upon the payment of the balance of the purchase price the party of the first part shall convey the property to the party of the second part by a good and merchantable title.

Taxes, water rent, insurance, special assessments, if any, and all other public charges to be adjusted to date of settlement.

Costs of revenue stamps to be divided equally between

the parties hereto.

Witness the hands and seals of the parties hereto, the day and year as above set out to this and duplicate of like tenor and deed.

Witness:

Josephine Brier

[illegible] (SEAL)

[illegible]

George [illegible] Nullmans (SEAL)
Trustee.

ORDER NISI

LIBER 123 PAGE 278

ANN HORWITZ, Mother and next of friend of Miriam Adele Horwitz

versus

MIRIAM ADELE HORWITZ, Infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,360 Equity

Ordered, this 7th day of January, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by George E. Rullman, Trustee

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.

The report states that the amount of sale was $ 35,000.00

FILED 1960 JAN. 7 P.M. 2:59

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

ANN HORWITZ, Mother and next of friend of Miriam Adele Horwitz

versus

MIRIAM ADELE HORWITZ, Infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of February, 1960 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.

O. Bowie Duckett

Judge

FILED

1960 FEB 11 AM 11:21

41

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COONTY
No. 13,360 Equity

ANN HORWITZ, Mother and next, of friend of
MIRIAM ADELE HORWITZ
Versus
MIRIAM ADELE HORWITZ, Infant.

Ordered, this 7th day of January, 1960 That the sale of the Property in these proceedings mentioned, made and reported by George E. Rullman, Trustee, 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.

The report states that the amount of sale was $35,000.00.

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

FILED
No. M.G. 13596
1960 FEB -5 PM 2:50

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 279

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,360 Miriam Adele Horwitz, Infant

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of February, 1960. The first insertion being made the 9th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

42

LIBER 123 PAGE 280

ANN HORWITZ, MOTHER AND NEXT FRIEND OF MIRIAM ADELE HORWITZ, 3721 GLEN AVENUE, BALTIMORE 15, MD.	:	IN THE CIRCUIT COURT
vs.	:	FOR
MIRIAM ADELE HORWITZ, INFANT, 3721 GLEN AVENUE, BALTIMORE 15, MD.	:	ANNE ARUNDEL COUNTY
	:	NO. 13,360 EQUITY
	:	

: : : : : : :

PETITION AND ORDER TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Nelson Moore and William D. Hall, Attorneys, respectfully shows:

FIRST: That they are the purchasers of the property described in these proceedings as reported in the Trustee's Report of Sale heretofore filed and ratified by this Honorable Court.

SECOND: That in negotiating for the purchase of this property with George E. Rullman, the Trustee heretofore appointed by this Court, they were negotiating for and on behalf of and were the agents of Smiths Caribbean N. V., whose post office address is c/o A. A. Kimball, N. V. Antilliaanse Beheersmaatschappij "Amaco", Post Office Box 305, De Ruyterplein 2, Curacao, Netherlands Antilles.

Therefore, your Petitioners pray the Court to pass an order substituting Smiths Caribbean N. V., a Netherlands corporation, as the purchaser of the property sold in these proceedings in the place and stead of your Petitioners.

And as in duty bound, etc.

MOORE AND HALL

Nelson Moore

William D. Hall

Nelson Moore

William D. Hall

P. Osborne Duvall
Maryland Hotel Bldg
Annapolis, Md.
Phone CO 7-7200
Solicitor for Petitioners

FILED

1960 FEB 16 PM 12:37

43

DISTRICT OF COLUMBIA, to-wit:

I HEREBY CERTIFY, That on this 16th day of February, 1960, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared NELSON MOORE and WILLIAM D. HALL, and made oath in due form of law that the matters and things as set forth in the aforegoing Petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Ann M Remington
Notary Public

My Commission Expires Jan. 1, 1965

ORDER

Upon the aforegoing Petition and Affidavit, it is this 16th day of February, 1960, ordered by the Circuit Court for Anne Arundel County, in Equity, that Smiths Caribbean N. V., whose post office address is c/o A. A. Kimball, N. V. Antilliaanse Beheersmaatschappij "Amaco", Post Office Box [illegible], De Ruyterplein 2, Curacao, Netherlands Antilles, be and the same is hereby substituted as purchaser of the property sold in these proceedings in the place and stead of Nelson Moore and William D. Hall, Attorneys; and it is further ordered that George E. Rullman, Trustee, convey the property mentioned in these proceedings to the substituted purchaser upon payment of the purchase money and compliance with the terms of sale.

Benjamin Nicholson
Judge

FILED

1960 FEB 16 PM 12:37

In the Case of

Ann Horwitz,
Mother and Next Friend of
Miriam Adele Horwitz

vs.

Miriam Adele Horwitz,
Infant

In the

Circuit Court

For

Anne Arundel County

No. 13,360 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. Dickling
Auditor.

March 1, 1960

FILED

1960 MAR -2 AM 11:44

Dr. Ann Horwitz, Mother and Next Friend of Miriam Adele Horwitz vs. Miriam Adele Horwitz, infant.

			in ac.	
To Trustee for Commissions, viz:	980	00	980	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	75	75		
Jos. C. Deegan - Sheriff's costs	4	70		
John A. Blondell - Guardian ad Litem's fee	4	00		
Malcolm B. Smith - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	11	00		
Auditor - stating this account	36	00	151	45
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Charles F. Lee, Jr. - appraiser's fee	60	00		
J. Norman Smith - appraiser's fee	60	00		
National Surety Corp. - bond premium	140	00		
Clerk of Court - certified copies of deeds	5	25		
One-half Federal documentary stamps	19	25		
One-half State documentary stamps	38	50		
Ann C. Ritter - notary fee		50	350	50
To Trustee for Taxes, viz:				
1960 State and County taxes adjusted - 1 month 18 days	17	97	17	97
Balance in hands of Trustee, subject to further order of Court	34,036	32	34,036	32
			35,536	24

06

with George E. Rullman, Trustee Cr.

1960				
Feb.	18	Proceeds of Sale (Contract 12/31/59)	35,000 00	35,000 00
		Amount agreed to be paid by purchaser on account fees and expenses, as per contract of sale	500 00	
		Refund 1959 Annapolis City taxes - adjusted to 2/18/60 - 4 months 11 days	36 24	536 24
				35,536 24

ORDER NISI LIBER 123 PAGE 285

Ann Horwitz, Mother and Next Friend of Miriam Adele Horwitz

VERSUS

Miriam Adele Horwitz, Infant

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

No. 13,360 Equity.

ORDERED, This 2nd day of March, 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 5th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

FILED 1960 MAR -2 AM 11:44

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of April, 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 APR -7 PM 3:28

Benjamin Michaelson

LIBER 123 PAGE 286

OF E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No 13,360 Equity

ANN HORWITZ, Mother and Next Friend of MIRIAM ADELE HORWITZ

VERSUS

MIRIAM ADELE HORWITZ, Infant

Ordered, this 2nd day of March, 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 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

GEORGE T. CROMWELL, Clerk

TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,360 Auditor Account Miriam Adele Horwitz

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of April, 1960. The first insertion being made the 4th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. ~~1960~~ APR -7 AM 11:27

49

LIBER 123 PAGE 287

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Claimant

vs.

THE CARVEL CONSTRUCTION COMPANY
a body corporate
304 Fourth Street
Annapolis, Maryland
Defendant

Docket ..... Folio .....
Case No. 13,223 Equity
Filed .....

IN THE

Circuit Court

—OF—

ANNE ARUNDEL COUNTY

PETITION FOR FORECLOSURE

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 23rd day of March A.D. 1956 the defendants executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $12,000.00 and interest as therein mentioned, wherein said mortgagor 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 convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. That the said mortgagor is presently in default under the covenants of said mortgage.

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

And as in duty, &c.

J. Purdon Wright
J. Purdon Wright
345 St. Paul Place
Baltimore 2, Maryland
Attorney for Plaintiff

FILED
1959 MAY -8 PM 2:16

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 1012 PAGE 516

LIBER 123 PAGE 288

No. 13,223 Equity

THIS MORTGAGE, Made this 23rd day of March

in the year nineteen hundred and fifty-six by and between

The Carvel Construction Company, a body corporate

Mortgagor of the City of Baltimore in the State of Maryland, of the first part, and

The American National Building and Loan Association of Baltimore City, a body corporate, Mortgagee, of the second part:

Whereas, the said Mortgagee, has this day loaned to the said Mortgagor, the sum of $ 12,000.00, being part of the purchase price of the hereinafter described property, and the said Mortgagor stands bona fide indebted in the full and just sum of $12,000.00, which said sum the said mortgagor hereby covenants and agrees to repay to the said Mortgagee at the expiration of 18 months from the date of these presents with interest thereon at the rate of 6% per annum, payable monthly, both principal and interest being payable in lawful money of the United States of America, and whereas it was a condition precedent to the making of this loan that this mortgage should be executed to secure the repayment of the aforesaid sum of $ 12,000.00, with interest thereon payable as aforesaid.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said The Carvel Construction Company

do th grant and convey unto The American National Building and Loan Association of Baltimore City, its successors ~~heirs~~ and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit:—~~Beginning for~~

BEGINNING for the same and being known and designated as Lot No. 38 of the Revised Plat a part of Chinkapin Acres, made by John W. Burtwell, Jr. March 1955 and recorded among the Plat Records of Anne Arundel County in Book 26, folio 18, said lot containing 10,161.19 square feet and having a frontage on Hilltop Lane of 113.0 feet with an uneven depth thereon.

BEING the same lot of ground described in a deed dated February 16, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1003, folio 246, which was granted and conveyed by George M. Walters and Dena Walters, his wife unto the herein mortgagor.

FILED

1959 MAY -8 PM 2:16

(PETITIONER'S EXHIBIT NO 1)

~~The Mortgagee agrees to grant the Mortgagor partial releases as requested by the Mortgagor upon the payment to the Mortgagee of $ on each of the aforementioned houses.~~

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of The American National Building and Loan Association of Baltimore City its successors ~~heirs~~ and assigns, forever.

Provided, that if the said THE CARVEL CONSTRUCTION COMPANY, its successors ~~executors, administrators~~ or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of $12,000.00 dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors ~~personal representatives~~, or assi[illegible] J. Purdon Wright, its [illegible] authorized Attorney or Agent

of the said Mortgagee, its/ ~~personal representatives~~ successors, or assigns, ... any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of one hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee 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 Mortgagor its/ successors ~~heirs, personal representatives~~ or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for its successors ~~heirs, personal representatives~~ and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for its successors ~~heirs, personal representatives~~ and assigns, doth hereby covenant to pay, and the said Mortgagee, its successors ~~personal representatives~~ or assigns, or J. Purdon Wright, its ~~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 party of the first part, its successors ~~executors, administrators~~ or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

And the said party of the first part further covenants 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 $12,000.00 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its/ successors ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the act of ~~hand and seal~~ said body corporate and the signature of John H. Beeman its President, together with its corporate seal hereto affixed.

TEST:

Lillian K. Horner
Lillian K. Horner

THE CARVEL CONSTRUCTION COMPANY [SEAL]

BY: John H. Beeman [SEAL]
John H. Beeman President

[SEAL]

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 23rd day of March 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 John H. Beeman, President of The Carvel Construction Company, a body corporate the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its corporate act. At the same time also appeared Urban J.B.Link, President of The American National Building and Loan Association of Baltimore City 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.

Lillian K. Horner
Lillian K. Horner, Notary Public.

Rec'd for record March 29 1956 at 9:00 AM.
Mailed to J. Purdon Wright

4

LIBER 123 PAGE 290

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

LIBER 123 PAGE 291

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

THE CARVEL CONSTRUCTION COMPANY
a body corporate
304 Fourth Street
Annapolis, Maryland
Defendant

IN THE

CIRCUIT COURT ~~SSSS~~

OF

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

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

Case No. 13,223 Equity

Filed .....

Military Affidavit

STATE OF MARYLAND, County ~~City~~ OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County ~~City~~ personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City that the defendant is a body corporate and made oath in due form of law that he ~~(she)~~ knows the defendant herein; ~~and that to the best of his 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~~

Urban J. B. Link
Affiant.
Urban J. B. Link, President of
THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

Subscribed and sworn to before me
this 24th day of April 19 59.

Howard I. Scaggs, Jr.
Notary Public
Howard I. Scaggs, Jr.

FILED
1959 MAY -8 PM 2:16

6

STATEMENT OF MORTGAG CLAIM

LIBER 123 PAGE 292

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

THE CARVEL CONSTRUCTION COMPANY
a body corporate
304 Fourth Street
Annapolis, Maryland
Defendant

DOCKET ..... FOLIO .....
CASE NO. 13,223 Equity
FILED .....

IN THE

CIRCUIT COURT ~~XXXXX~~

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City, a body corporate under the mortgage from The Carvel Construction Company, a body corporate, to The American National Building and Loan Association of Baltimore City dated the 23rd of March, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1012 folio 516.

Principal Balance due as of 4/8/59	$12,000.00
Interest to 4/8/59	256.00
Debit in Expense account 4/8/59	$ 254.90
Total Balance Due	$12,510.90

Urban J. B. Link

Urban J. B. Link, President
THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

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

I HEREBY CERTIFY, That on this 24th day of April in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared Urban J. B. Link, President of The American National Building 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,

Howard I. Scaggs Jr.

Notary Public
Howard I. Scaggs, Jr.

FILED
1959 MAY -8 PM 2 10

7

LIBER 123 PAGE 293

of Anne Arundel County

Decree in Circuit Court No. 2 of Baltimore City.

DOCKET ..... FOLIO .....

CASE No. 13,223 Equity

FILED .....

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

THE CARVEL CONSTRUCTION COMPANY
a body corporate
304 Fourth Street
Annapolis, Maryland
Defendant

IN THE

Circuit Court

—OF—

ANNE ARUNDEL COUNTY

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

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 9th day of ~~April~~ May in the year nineteen hundred and fifty-nine by the Circuit Court 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 J. Purdon Wright be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $15,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be at time and place of sale, the balance in cash upon ratification of sale by the Court, or all cash as the purchaser may elect, the credit $500.00 CASH pay ment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1959 MAY -9 AM 10:55

Matthew S. Evans
Judge

8

STATEMENT OF MORTGA CLAIM

LIBER 123 PAGE 294

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

THE CARVEL CONSTRUCTION COMPANY
a body corporate
304 Fourth Street
Annapolis, Maryland
Defendant

EQUITY

DOCKET ..... FOLIO .....
CASE NO. 13,223
FILED .....

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

AMENDED STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City, a body corporate, under the mortgage from The Carvel Construction Company, a body corporate, to The American National Building and Loan Association of Baltimore City dated the 23rd of March, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1012 folio 516.

Principle Balance due as of 11/3/59	12,000.00
Interest to 11/3/59	666.00
	12,666.00
Debit in Expense account as of 11/3/59	$ 974.96
TOTAL BALANCE DUE	$13,640.96

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J. B. Link
Urban J. B. Link, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of November in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Urban J. B. Link, President of The American National Building 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,

Howard I. Scaggs, Jr.
Notary Public.
Howard I. Scaggs, Jr.

FILED
1959 NOV 10 PM 1:27

9

Militai. Affidavit under Soldiers' and Sa. .rs' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

LIBER 123 PAGE 295

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

THE CARVEL CONSTRUCTION COMPANY
a body corporate
304 Fourth Street
Annapolis, Maryland
Defendant

IN THE

CIRCUIT COURT ~~FOR~~

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

~~Docket~~ ~~EQ~~

EQUITY

Case No. 13,223

Filed

Military Affidavit

STATE OF MARYLAND, ~~CITY~~ County OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City

and made oath in due form of law that he ~~(she)~~ knows the defendant herein, ~~and that to~~ that the Defendant is a body corporate

~~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 in military service of the United States Coast Guard and has not been ordered to report for military service~~

Urban J. B. Link
Affiant.
Urban J. B. Link, President of
THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

Subscribed and sworn to before me
this 5th day of Nov. 19 59

Howard I. Scaggs, Jr.
Notary Public
Howard I. Scaggs, Jr.

FILED
1959 NOV 10 PM 1:27

10

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 10 PAGE 141

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 123 PAGE 296

American National Building & Loan Association of Baltimore City

versus

The Carvel Construction Company

BOND OF TRUSTEE TO SELL
Real Estate

Equity 13,223

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright,

345 St. Paul Place, Baltimore 2, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand and 00/100 - Dollars ($15,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 2nd day of December in the year of our Lord one thousand, nine hundred and fifty-nine.

WHEREAS THE ABOVE BOUNDEN J. Purdon Wright

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

American National Building & Loan Association of Baltimore City

versus

The Carvel Construction Company

now pending in said Court.

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

J. Purdon Wright

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.

Arline Godwin, witness as to J. Purdon Wright

J. Purdon Wright (SEAL)
J. Purdon Wright

(SEAL)

(SEAL)

Bond approved this 5th day of December 1959
George T. Cromwell
Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

FILED

1959 DEC -5 AM 9:55

J. Purdon Wright, Solicitor
345 Saint Paul Pl., Balto., Md.

Trustee's Sale

Of Valuable Frame Dwelling Property

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, pased in the case entitled The American National Building and Loan Association of Baltimore City, a body corporate vs. The Carvel Construction Company, a body corporate, the undersigned, Trustee will sell at public auction on the premises Lot No. 38 Chinkapin Acres, Anne Arundel County, Md.

On Wed., Dec. 9, 1959
At 3 O'Clock P.M.

All that fee simple parcel or lot of ground and the improvements thereon situate in Anne Arundel County, Maryland and described as follows:

Beginning for the same and being known and designated as Lot No. 38 of the Revised Plat of part of Chinkapin Acres, made by John W. Burtwell, Jr. March, 1955 and recorded among the Plat Records of Anne Arundel County in Book 26 folio 18, said lot containing 10,161.19 square feet and having a frontage on Hilltop Lane of 113.0 feet with an uneven depth thereon.

Being the same lot of ground described in a deed dated February 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1003, folio 246 which was granted and conveyed by George M. Walters and Dena Walters, his wife, unto the herein mortgagor. Improved by a two-story frame dwelling with hot air gas heat.

Terms of sale. Cash. A deposit of $500 required in cash at time and place of sale, balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, interest at rate of 6% per annum to be paid on unpaid balance of purchase price from date of sale to date of settlement. Al taxes, and other public charges to be adjusted from date of sale.

J. PURDON WRIGHT, Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., PLaza 2-4068
D-3

OFI E OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 297

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1959

We hereby certify, that the annexed Trustee's Sale

The Carvel Construction Co.
13223 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of December, 1959. The first insertion being made the 12th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Hodgkinson

13

LIBER 123 PAGE 298

No 13,228 Eq

The American National Building and Loan Association of Baltimore City

Vs.

The Carvel Construction Company

In The Circuit Court

For

Anne Arundel County
(In Equity)

J. Purdon Wright, Solicitor
345 Saint Paul Pl., Balto., Md.

Trustee's Sale

Of Valuable Frame Dwelling Property

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, pased in the case entitled The American National Building and Loan Association of Baltimore City, a body corporate vs. The Carvel Construction Company, a body corporate, the undersigned, Trustee will sell at public auction on the premises Lot No. 38 Chinkapin Acres, Anne Arundel County, Md.

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At 3 O'Clock P.M.

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Being the same lot of ground described in a deed dated February 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1003, folio 246 which was granted and conveyed by George M. Walters and Dena Walters, his wife, unto the herein mortgagor. Improved by a two-story frame dwelling with hot air gas heat.

Terms of sale. Cash. A deposit of $500 required in cash at time and place of sale, balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, interest at rate of 6% per annum to be paid on unpaid balance of purchase price from date of sale to date of settlement. Al taxes, and other public charges to be adjusted from date of sale.

J. PURDON WRIGHT, Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., PLaza 2-4868
D-3

FILED
1959 DEC 18 PM 3:53

Auctioneer's Certificate

I hereby certify that I have this 9th Day of December, 1959, sold the property described in the attached advertisement of sale at and for the sum of $15,950.00 to Malcolm B. Smith Agent for Alice C. Harper and Alice M. Harper he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

Purchaser's Agreement

I hereby certify that I have this 9th day of December, 1959, purchased the property described in the attached advertisement of sale from J. Purdon Wright, Trustee, at and for the sum of $15,950.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Malcolm B. Smith Agent
Purchaser

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LIBER 123 PAGE 299

REPORT OF SALE

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
vs. Complainant

THE CARVEL CONSTRUCTION COMPANY
a body corporate
304 Fourth Street
Annapolis, Maryland
Defendant

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

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

13,228-Eq

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

The Report of Sale of J. Purdon Wright

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as Lot No. 38 of the Revised Plat of part of Chinkapin Acres

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

the Maryland Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee J. Purdon Wright did pursuant to said notice on Wednesday the 9th day of December 1959 at 3:30 o'clock P.M. attend on the premises and then and there sold the fee simple property to Alice C. Harper and Alice M. Harper, 4 Hilltop Lane, Annapolis, Maryland, at and for the price of $15,950.00, they being the highest bidders at said sale.

J. Purdon Wright, Trustee

1959 DEC 19 PM 3:50

State of Maryland, ~~City~~ County of Baltimore, Set:

I HEREBY CERTIFY, That on this 16th day of December 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared J. Purdon Wright,

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

As witness my hand and Notarial Seal,

V. Arline Goodwin *Notary Public.*

15

ORDER NISI

LIBER 123 PAGE 300

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
versus
THE CARVEL CONSTRUCTION COMPANY
a body corporate

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 13,223 Equity

Ordered, this 18th day of December, 1959, That the sale of the property in these proceedings mentioned made and reported by J. PURDON WRIGHT, Trustee

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.

The report states that the amount of sale was $ 15,950.00

Filed 18 December 1959

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
versus
THE CARVEL CONSTRUCTION COMPANY
a body corporate

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 3d day of February, 1960, 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
960 FEB -3 PM 3:45

16

OFFICI F

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 301

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,223 Equity
THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate
vs.
THE CARVIL CONSTRUCTION COMPANY, a body corporate

Ordered, this 18th day of December, 1959, That the sale of the Property in these proceedings mentioned, made and reported by J. Purdon Wright, Trustee, 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.

The report states that the amount of sale was $15,950.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

J-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,223 The Carvil Construction Company

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of 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. 128 960 FEB -3 AM 11:08

17

In the Case of

The American National Building and Loan Association of Baltimore City, a body corporate

vs.

The Carvel Construction Company, a body corporate

In the

Circuit Court

For

Anne Arundel County

No. 13,223 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. Jackling
Auditor.

February 26, 1960

FILED
1960 MAR -4 PM 2:13

87

Dr. The American National Building and Loan Association of Baltimore in ac.
City vs. The Carvel Construction Company, a body corporate

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	513	74	613	74
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account and two copies	22	50	64	00
To Trustee 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		
The Sun - advertising sale	33	30		
Alex Cooper - auctioneer's Commissions	458	75		
One-half Federal documentary stamps	8	80		
One-half State documentary stamps	17	60		
Clerk of Court - recording 5 certificates of discharge of tax liens	3	75		
U.S. Fidelity & Guaranty Co.- bond premium	60	00		
V. Arline Goodwin - notary fee		50		
Howard I. Scaggs, Jr. - notary fees	1	00	668	46
To The American National Building & Loan Association of Baltimore City, mortgagee- in full for mortgage claim, viz:				
Amount of claim filed	13,640	96		
Interest thereon @ 6% from 11/3/59 to 12/9/59 - 36 days	81	85	13,722	81
To George M. Walters and Dena Walters, his wife, second mortgagees - this balance on account mortgage claim	1,152	26	1,152	26
			16,221	27
Amount of second mortgage claim, viz:				
Principal	1,500	00		
Interest thereon from 2/16/56 to 12/9/59 - 3 years 9 months 23 days - @ 6%	343	25		
	1,843	25		
Cr. Amount allowed above	1,152	26		
Balance due	690	99		

19

with J. Purdon Wright, Trustee Cr.

1959				
Dec.	9	Proceeds of Sale	15,950 00	
		Interest on deferred payment of $15,450.00 to 2/17/60	174 76	16,124 76
		Refund 1959 State and County taxes ($185.17) - 22 days	11 13	
		Refund 1959 Annapolis City taxes ($153.14) - 6 months 22 days	85 38	96 51
				16,221 27

20

ORDER NISI

LIBER 123 PAGE 305

The American National Building & Loan Association of Baltimore City, a body corporate

VERSUS

The Carvel Construction Company, a body corporate

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,223 Equity.

FILED 1960 MAR -4 PM 2:13

ORDERED, This 4th day of March, 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 11th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of April next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of April, 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 APR 12 PM 2:17

D. Brice Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 306

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,223 Equity

THE AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY a body corporate

VERSUS

THE CARVEL CONSTRUCTION COMPANY, a body corporate

Ordered, this 4th day of March, 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 11th day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of April next.

GEORGE T. CROMWELL, Clerk

TRUE COPY, TEST:

GEORGE T. CROMWELL, Clerk

M-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,223 Auditor Account. The Carvel Construction Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of April, 1960. The first insertion being made the 10th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14009 1960 APR -5 AM 9:42 By H. Tilghman

22

LIBER 123 PAGE 307

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RAYMOND K. VERMONT AND WANDA L. VERMONT, HIS WIFE	:	(In Equity)

No. 13,242 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 Raymond K. Vermont and Wanda L. Vermont, his wife to Baltimore Federal Savings and Loan Association, dated May 5th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1211 folio 230.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

FILED
1959 MAY 16 AM 10:08

City and County Form.

LIBER 1211 PAGE 230 LIBER 123 PAGE 308

No. 13,242 Equity

This Mortgage, Made this 5th day of May, in the year one thousand, nine hundred and fifty-eight, between RAYMOND K. VERMONT and WANDA L. VERMONT, 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 FOURTEEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100ths ($14,750.00) 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 Five and one half (5½%) per annum in the manner following:

By the payment of ONE HUNDRED ONE AND 47/100ths ($101.47) Dollars, commencing on the first day of July, 19 58, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEGINNING for the same and being Lot No. 1, as designated and shown on a plat entitled "Hunters Harbor" dated October, 1952, by Edward Hall, III, and Associates, Surveyors, now recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 19. Located in Third Election District, on East side of Baker Drive.

BEING the same lot of ground which by a 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 Howard Hamilton Baker, Jr. and Elsie B. Baker, his wife, unto the within named Mortgagors.

FILED

1959 MAY 16 AM 10:08

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in Fee Simple.

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

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

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

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

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

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

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

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

WITNESS:

JOHN R. HOLLAND, JR.

Raymond K. Vermont (SEAL)
Raymond K. Vermont

(SEAL)

Wanda L. Vermont (SEAL)
Wanda L. Vermont

(SEAL)

4

LIBER 123 PAGE 311 LIBER 1211 PAGE 233

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 5th day of May, 1958, before me, a Notary Public of said State, personally appeared RAYMOND K. VERMONT and WANDA L. VERMONT, his wife,

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~and in the case of a corporation, duly authorized by said corporation, by signing the name of the corporation by himself as Vice President.~~ At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR. Notary Public

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

Rec'd for record June 12 1958 at 11.58 A.M.
Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

RAYMOND K. VERMONT AND
WANDA L. VERMONT, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 17067
Written by JEM
Approved by
Ready for Record

LIBER 123 PAGE 312

No. 13,242 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th 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 Raymond K. Vermont and Wanda L. Vermont, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1959 MAY 16 AM 10:08

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

RAYMOND K. VERMONT AND

WANDA L. VERMONT, HIS WIFE

IN THE

LIBER 123 PAGE 313

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,242 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Raymond K. Vermont and Wanda L. Vermont, his wife

to Baltimore Federal Savings and Loan Association

dated the 5th day of May 1958, and recorded among the

Land Records of Anne Arundel County in Liber G.T.C. No. 1211

Folio 230 .

Amount of Mortgage	$14,750.00
Less - amount paid on principal	205.54
	14,544.46
Plus - interest to 6/16/59	435.48
	14,979.94
Plus - overdraft in expense account	53.69
	15,033.63

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 15th 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.

1959 MAY 16 AM 10:08

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

Uoder and by virtue of the power and authority contained in a Mortgage from Raymond K. Vermont and Wanda L. Vermont, his wife to Baltimore Federal Savings and Loan Association, dated May 5th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1211 folio 230 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., June 18, 1959 at 3:30 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, at Hunters Harbor, Sillery Bay Section, and described as follows:

Being known as Lot No. 1, as designated and shown on a Plat entitled "Hunters Harbor," dated October 1952, by Edward Hall, III. and Associates, Surveyors, now recorded among the Plat Records of Anne Arundel County in Plat Book 25 folio 19, located on the east side of Baker Drive.

TOGETHER with the buildiogs and improvements thereupon erected, made or belog 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, affectlog the property.

The improvements consist of a modern, newly constructed, frame ranch type dwelling, cootaining 6 rooms, 1 bath, hot air oil fired heat, with car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balaoce 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, includiog Sanitary District charges, if aoy, 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

OFFICE O.

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 314

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1959

We hereby certify, that the annexed Attorney's Sale

Raymond K. Vermont
13,242

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of June, 1959. The first insertion being made the 21st day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JUN 15 AM 9:11

By H. Tilghman

8

~~Mortgage and~~ Attorney's Bond. 1-369

298382

LIBER 10 PAGE 20

LIBER 123 PAGE 315

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

Equity No. 13,242

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, TWO HUNDRED AND 00/100 ($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 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 Raymond K. Vermont and Wanda L. Vermont his wife, to the Baltimore Federal Savings & Loan Association bearing date the 5th day of May - - - - nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1211, Folio 230, and

is about to sell the land and premises described in said Mortgage, Lot I Baker Drive-Sillery Bay, A. A. Co Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered
in the presence of

Clara M. Frick

~~Witness~~ As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech - Attorney-in-Fact

Bond filed and approved this 17th day of June 1959
George T. Cromwell, Clerk

FILED
1959 JUN 17 AM 10:44

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 Raymond K. Vermont and Wanda L. Vermont, his wife to Baltimore Federal Savings and Loan Association, dated May 5th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1211 follo 230 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., June 18, 1959 at 3:30 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, at Hunters Harbor, Sillery Bay Section, and described as follows:

Being known as Lot No. 1, as designated and shown on a Plat entitled "Hunters Harbor," dated October 1952, by Edward Hall, III, and Associates, Surveyors, now recorded among the Plat Records of Anne Arundel County in Plat Book 25 follo 19, located on the east side of Baker 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.

In fee simple, subject to any restrictive covenants and—or Utility Agreements, of record, affecting the property.

The improvements consist of a modern, newly constructed, frame ranch type dwelling, containing 6 rooms, 1 bath, hot air oil fired heat, with 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, and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

Ju-11

LIBER 123 PAGE 316

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTU
RAYMOND K. VERMONT AND WANDA L. VERMONT, HIS WIFE	:	(In Equity)

Equity No. 13.242

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 5th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1211 folio 230 from said Raymond K. Vermont and Wanda L. Vermont, 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 18th day of June, 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 Lot No. 1, as designated and shown on a Plat entitled "Hunters Harbor" dated October, 1952, by Edward Hall, III, and Associates, Surveyors, nowrecorded among the Land Records of Anne Arundel County in Plat Book 25 folio 19; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1959 JUN 20 AM 11:02

11

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to The Bedford Holding Company, in fee simple, at and for the sum of Thirteen thousand ($13,000.00) 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 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

ORDER NISI

LIBER 123 PAGE 318

Walter S. Calwell, Attorney Named in Mortgage

versus

Raymond K. Vermont and Wanda L. Vermont, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,242 Equity

Ordered, this 20th day of June, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sale was $ 13,000.00

True Copy,

George T. Cromwell Clerk.

FILED
1959 JUN 20 AM 11:02

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell, Attorney Named in Mortgage

versus

Raymond K. Vermont and Wanda L. Vermont, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

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

Matthew S. Evans
JUDGE.

FILED
1959 JUL 31 AM 11:42

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 319

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,242

Raymond K. Vermont

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of July, 1959. The first insertion being made the 25th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 9140 1959 JUL 29 PM 3:50 By A. Tilghman

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,242 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
versus
RAYMOND K. VERMONT and WANDA L. VERMONT, 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 $13,000.00

GEORGE T. CROMWELL, Clerk

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

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Raymond K. Vermont
and
Wanda L. Vermont, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,242 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.

February 18, 1960

Laura R. Jackling
Auditor.

FILED
1960 MAR -4 PM 1:58

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Raymond in ac.
K. Vermont and Wanda L. Vermont, his wife

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	435	50	635	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	47	56		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	60	80		
E.T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	14	30		
Clara M. Link - notary fees	1	25	176	06
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,734	22	12,734	22
			13,597	28
Amount of mortgage claim filed	15,033	63		
Cr. Amount allowed above	12,734	22		
Balance subject to decree in personam	2,299	41		

16

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1959				
June	18	Proceeds of Sale	13,000 00	
		Interest on deferred payment to 2/15/60	516 70	13,516 70
		Refund 1959 State and County taxes ($150.20) - 6 months 12 days	80 58	80 58
				13,597 28

17

ORDER NISI LIBER 123 PAGE 323

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Raymond K. Vermont

and

Wanda L. Vermont, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,242 Equity.

ORDERED, This 4th day of ~~February~~ March, 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 11th day of ~~March~~ April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of ~~March~~ April next.

FILED 1960 MAR -4 PM 1:58

[signature] Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of April, 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 APR 12 PM 2:16

[signature] Duckett

18

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 324

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,242 Equity
WALTER S. CALWELL, Attorney named in Mortgage
VERSUS
RAYMOND K. VERMONT and WANDA L. VERMONT, his wife

Ordered, this 4th day of March, 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 11th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of April next.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
M-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1960

We hereby certify, that the annexed Order Nisi Eq 13,242 Auditor Account Raymond K Vermont

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of April, 1960. The first insertion being made the 10th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14202 1960 APR -5 AM 9:42 By H. Tilghman

19

LIBER ~~140 PAGE 159~~

LIBER 123 PAGE 325

NO. 12,816 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF ANNE
ARUNDEL COUNTY, a body corporate,

vs.

LOUELLA LITTLEPAGE
1015 N Street, Northwest
Washington, District of Columbia

And any and all persons having or claiming to have any interest in the property known as Lots No. 395, 396, and 397 on the Plat of North Selby, in the First Election District of Anne Arundel County, Maryland.

HERBERT H. FEUZ
3312 Old Dominion Building
Alexandria, Virginia

EDWARD G. FEUZ
3312 Old Dominion Building
Alexandria, Virginia

W. M. THOMAS LUMBER COMPANY,
a body corporate,
Shady Side, Maryland

LOUIS N. PHIPPS, Sr.
College Avenue
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 3, Block B, Section 1, as shown on Plat of Loch Haven Beach, in the First Election District of Anne Arundel County, Maryland.

FILED

1958 AUG 20 PM 2:28

MARGARET E. MORSE
1316 U Street, Northwest
Washington 11, District of Columbia

LINA PROCTOR
Care of Margaret E. Morse
1316 U Street, Northwest
Washington 11, District of Columbia

And any and all persons having or claiming to have any interest in Lot No. 625 of Patapsco Park, at Pumphrey's Station, in the Fifth Election District of Anne Arundel County, Maryland.

WILBUR HANSON, also known as Wilber Henson
1419 Laurens Street
Baltimore, Maryland

LE BAR WEAVER
1419 Laurens Street
Baltimore, Maryland

DOROTHY WEAVER
Care of John Weaver
1419 Laurens Street
Baltimore, Maryland

JOHN WEAVER
1419 Laurens Street
Baltimore, Maryland

DANIEL WEAVER
1419 Laurens Street
Baltimore, Maryland

NANCY WEAVER
1419 Laurens Street
Baltimore, Maryland

DAVID A. LINDSAY
5925 Belle Grove Road
Linthicum Heights P. O., Maryland

And any and all persons having or claiming to have any interest in Lots No. 576 and 577, as shown on the Plat of Patapsco Park, in the Fifth Election District of Anne Arundel County, Maryland.

JOHN S. COPENHAVER, also known as Jos. S. Copenhaver
339 Webster Street, Northwest
Washington, District of Columbia

MARY COPENHAVER
339 Webster Street, Northwest
Washington, District of Columbia

And any and all persons having or claiming to have any interest in Lot No. 19 Block 22 on the Amended Map of Section "A" of Herald Harbor on the Severn, in the Second Election District of Anne Arundel County, Maryland.

ELIZABETH C. MONOHAN
1740 N Street, Northwest
Washington, District of Columbia

And any and all persons having or claiming to have any interest in lots No. 5,6,and 7 in Block 75, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section E, in the Second Election District of Anne Arundel County, Maryland.

RICHARD UHTHOFF, also known as Richard Uhtoff
131 Maplewood Avenue
Toronto, Canada

And any and all persons having or claiming to have any interest in all that lot of ground containing one-half acre, more or less, situate at North Chesapeake Beach (Block 21, Plat of North Beach Park), in the Eighth Election District of Anne Arundel County, Maryland.

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BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, the County Commissioners of Anne Arundel County, a body corporate, by its Solicitor, complaining says:

First: That on or about the 8th day of October, 1956, the Certificates of Tax Sales attached hereto and marked "Complainant's Exhibit No. 1", were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County, to it, which Certificates are prayed to be taken as part hereof:

Second: That the property mentioned in said Certificates is as follows:

A. Certificate No. A-3151

All those lots of ground situate in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lots No. 395, 396 and 397 on the Plat of North Selby, said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 27. Being part of the same property which was conveyed to Louella Littlepage, widow, by di Zerega and Company, Inc., by deed dated December 6, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 212, folio 212, and assessed to Louella Littlepage, whose last known address was 1015 N Street, Northwest, Washington, District of Columbia. The amount due on the day of sale was $70.57.

B. Certificate No. A-3152

All that lot of ground situate in the Eighth Election District of Anne Arundel County aforesaid, known and designated as Lot No. 3, Block B, Section 1, as shown on the Plat of Loch Haven Beach, said plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-7, plat 11; now filed in Plat Book No. 19, folio 19. Being a part of the same property which was conveyed by Loch Haven Beach, Incorporated, to Herbert H. Feuz and Edward G. Feuz, by deed dated September 18, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 377, folio 284. The said W. M. Thomas Lumber Company being the holder of a mortgage on said lot from Herbert H. Feuz and Edward G. Feuz, dated September 18. 1946, and recorded among said Land Records in Liber J.H.H. No. 386, folio 98. The said Louis N. Phipps, in No. 10,771 Equity, brought proceedings to foreclose equity of redemption on said lot, but failed to complete same. Said lot is assessed to Herbert H. Feuz and Edward G. Feuz, whose last known address was 3312 Old Dominion Building, Alexandria, Virginia. The amount due on the day of sale was $76.14.

C. Certificate No. A-3162

All that lot of ground situate in the Fifth Election District of Anne Arundel County aforesaid, known and designated as Lot No. 625, as shown on the Plat of Patapsco Park, said plat recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 31; now filed in Plat Book No. 12, folio 8; said lot fronting 25 feet on Zepplin Avenue, with an even depth of 125 feet. Being the same property which was conveyed by The Patapsco Park Land Company to Lina Proctor by deed dated February 8, 1917, and recorded among said Land Records in Liber G.W. No. 133, folio 495, and assessed to Margaret E. Morse, whose last known address was 1316 U Street, Northwest, Washington 11, District of Columbia. The amount due on the day of sale was $28.65.

D. Certificate No. A-3163

All those lots of ground situate in the Fifth Election District of Anne Arundel County aforesaid, known and designated as Lots No. 576 and 577 of Patapsco Park, situate at Pumphrey's Station, as shown on the Plat of the property of The Patapsco Park Land Company, which plat is duly filed in Plat Book G.W. No. 1, folio 31; now filed in Plat Book No. 12, folio 8. Being the same property which was conveyed by The Patapsco Park Land Company, a body corporate, to Wilbur Hanson, Le Bar Weaver, Dorothy Weaver, John Weaver, Daniel Weaver and Nancy Weaver, by deed dated October 30, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 343, folio 269. The said David A. Lindsay in No. 11,527 Equity, brought proceeding to foreclose equity of redemption on said lots, but failed to complete same. The said lots are assessed to Wilber Henson, John Weaver, et al., whose last known address was 1419 Laurens Street, Baltimore, Maryland. The amount due on the day of sale was $79.94.

E. Certificate No. A-3167

All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, being known and designated as Lot No. 19, Block 22, as shown on a certain map entitled "Herald Harbor on the Severn", Amended Map of Section A, Edward W. Digges, Chief Engineer, November 1924, which plat is filed among the Plat Records in Plat Book No. 4, folio 15; being the same property which was conveyed by the Herald Harbor, Incorporated, to John S. Copenhaver and Mary Copenhaver, his wife, by deed dated March 2, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 4, folio 479; and assessed to Jos. S. and Mary Copenhaver, whose last known address was 339 Webster Street, Northwest, Washington, District of Columbia. The amount due on the day of sale was $79.09.

F. Certificate No. A-3168

All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 5, 6 and 7 in Block No. 75, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section

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E, Edward W. Digges, Chief Engineer, November 1924", said plat recorded in Plat Book No. 4, folio 14. Being the same property which was conveyed by the Herald Harbor, Incorporated, to Elizabeth C. Monohan, by deed dated June 1, 1925, and recorded among the Land Records aforesaid in Liber W.M.B. No. 13, folio 272, and assessed to Elizabeth C. Monohan, whose last known address was 1740 N Street, Northwest, Washington, District of Columbia. The amount due on the day of sale was $36.96.

G. Certificate No. A-3169

All that lot of ground situate in the Eighth Election District of Anne Arundel County aforesaid, containing approximately one-half acre, more or less, situate at North Chesapeake Beach (Block 21, Plat of North Beach Park), and more fully described in the deed from Mary A. Griffith and Kate C. Griffith to Richard C. Uhthoff, by deed dated September 8, 1920, and recorded among the aforesaid Land Records in Liber W.M.B. No. 23, folio 376, to wit: Beginning for the survey of said lot at a post standing on the west shore of Chesapeake Bay and at or near the mouth of South Creek, said post standing South 10 degrees West 235½ feet from a stone on a bank at one of the stations of the U. S. Coast and Geodetic Survey, and run from said post and with said shore South 32 degrees West 150 feet to a post; thence leave said shore and run up the marsh North 30 degrees West 549.95 feet to a post; thence North 64 degrees 7 minutes East 213.67 feet to a post on the edge of South Creek; thence with said Creek and the dividing line between the lands of the North Chesapeake Beach Company and Samuel Owings South 29 degrees 34 minutes East 171.27 feet to a post; thence South 14 degrees 26 minutes West 82.5 feet to a post; thence South 24 degrees 39 minutes East 235 feet to the place of beginning. Containing and laid out for 2 acres of land. The courses and distances are taken from a survey made by John Shepherd, Surveyor, on November 18, 1912. Excepting therefrom, however, a lot 20 feet wide and 100 feet deep, said lot fronting 20 feet on the roadway along the beach which is 30 feet wide and extending back parallel with and adjacent to the second course above described, 100 feet, and said lot is more particularly described as follows: Beginning at a point 30 feet North 30 degrees West from the post at the beginning of the second course hereinabove mentioned; thence running North 30 degrees West 100 feet; thence North 60 degrees East 20 feet; thence South 30 degrees East to the road way on the beach; thence with said roadway to the place of beginning. Saving and excepting so much thereof which was conveyed by Richard C. Uhthoff and Marie A. Uhthoff, his wife, to Benjamin H. Smart, dated March 16, 1926, and recorded among said Land Records in Liber W.M.B. No. 23, folio 375, and therein more fully described. Said one-half acres assessed to Richard Uhtoff, whose last known address was 131 Maplewood Avenue, Toronto, Canada. The amount due on the day of sale was $30.76.

Third: That said properties have not been redeemed by any party in interest, although more than one year and one day from the date of sale have expired.

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Fourth: The Complainant prays for process directed to the above named respondents, whose last known addresses are set out with their names after the description of each property.

Fifth: The Complainant prays for an order of publication directed to all parties in interest in the various properties.

Sixth: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the description of each property, with interest from October 8, 1956, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complainant under Sections 91, 108 and 109 of Article 81 of the Annotated Code of Maryland, 1951 Edition, as amended by Chapter 188 of the Acts of 1955.

Seventh: The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

Eighth: That the Complainant may have such other and further relief as it may require.

And as in duty bound, etc.

Marvin I. Anderson

Marvin I. Anderson, Solicitor
for Complainant
20-U West Street
Annapolis, Maryland

Marvin I. Anderson -- Solicitor
20-U West Street, Annapolis, Md.

No. 12,816 Equity, in the Circuit Court for Anne Arundel County, County Commissioners of Anne Arundel County, a body corporate, vs. Louella Littlepage, Herbert H. Feuz, Edward G. Feuz, W. M. Thomas Lumber Company, a body corporate, Louis N. Phipps, Sr., Margaret E. Morse, Lina Proctor, Wilbur Hanson, also known as Wilber Henson, Dorothy Weaver, Le Bar Weaver, John Weaver, Daniel Weaver, Nancy Weaver, David A. Lindsay, John S. Copenhaver, also known as Jos. S. Copenhaver, Mary Copenhaver, Elizabeth C. Monohan, Richard Uhthoff; and any and all persons having or claiming to have any interest in the property hereinafter described:

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First, Second, Fifth and Eighth Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All those lots of ground situate in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lots No. 395, 396 and 397 on the Plat of North Selby, said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 27. Being part of the same property which was conveyed to Louella Littlepage, widow, by di Zerega and Company, Inc., by deed dated December 6, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 212, folio 212.

B. All that lot of ground situate in the Eighth Election District of Anne Arundel County aforesaid, known and designated as Lot No. 3, Block B, Section 1, as shown on the Plat of Loch Haven, Beach, said plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-7, plat 11; now filed in Plat Book No. 19, folio 19. Being a part of the same property which was conveyed by Loch Haven Beach, Incorporated, to Herbert H. Feuz and Edward G. Feuz, by deed dated September 18, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 377, folio 284. The said W. M. Thomas Lumber Company being the holder of a mortgage on said lot from Herbert H. Feuz and Edward G. Feuz, dated September 18, 1946, and recorded among said Land Records in Liber J.H.H. No. 386, folio 98. The said Louis N. Phipps, in No. 10,771 Equity, brought proceedings to foreclose equity of redemption on said lot, but failed to complete same.

C. All that lot of ground situate in the Fifth Election District of Anne Arundel County aforesaid, known and designated as Lot No. 625, as shown on the Plat of Patapsco Park, said plat re-

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corded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 31; now filed in Plat Book No. 12, folio 8; said lot fronting 25 feet on Zepplin Avenue, with an even depth of 125 feet. Being the same property which was conveyed by The Patapsco Park Land Company to Lina Proctor by deed dated February 8, 1917, and recorded among said Land Records in Liber G.W. No. 133, folio 495.

D. All those lots of ground situate in the Fifth Election District of Anne Arundel County aforesaid, known and designated as Lots No. 576 and 577 of Patapsco Park, situate at Pumphrey's Station, as shown on the Plat of the property of The Patapsco Park Land Company, which plat is duly filed in Plat Book G.W. No. 1, folio 31; now filed in Plat Book No. 12, folio 8. Being the same property which was conveyed by The Patapsco Park Land Company, a body corporate, to Wilbur Hanson, Le Bar Weaver, Dorothy Weaver, John Weaver, Daniel Weaver and Nancy Weaver, by deed dated October 30, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 343, folio 269. The said David A. Lindsay in No. 11,527 Equity, brought proceeding to foreclose equity of redemption on said lots, but failed to complete same.

E. All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, being known and designated as Lot No. 19, Block 22, as shown on a certain may entitled "Herald Harbor on the Severn", Amended Map of Section A, Edward W. Digges, Chief Engineer, November 1924, which plat is filed among the Plat Records in Plat Book No. 4, folio 15; being the same property which was conveyed by the Herald Harbor, Incorporated, to John S. Copenhaver and Mary Copenhaver, his wife, by deed dated March 2, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 4, folio 479.

F. All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 5, 6 and 7 in Block No. 75, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E, Edward W. Digges, Chief Engineer, November 1924", said plat recorded in Plat Book No. 4, folio 14. Being the same property which was conveyed by the Herald Harbor, Incorporated, to Elizabeth C. Monohan, by deed dated June 1, 1925, and recorded among the Land Records aforesaid in Liber W.M.B. No. 13, folio 272.

G. All that lot of ground situate in the Eighth Election District of Anne Arundel County aforesaid, containing approximately one-half acre, more or less, situate at North Chesapeake Beach (Block 21, Plat of North Beach Park), and more fully described in the deed from Mary A. Griffith and Kate C. Griffith to Richard C. Uhthoff, by deed dated September 8, 1920, and recorded among the aforesaid Land Records in Liber W.M.B. No. 23, folio 376, to wit: Beginning for the survey of said lot at a post standing on the west shore of Chesapeake Bay and at or near the mouth of South Creek, said post standing South 10 degrees West 235½ feet from a stone on a bank at one of the stations of the U.S. Coast and Geodetic Survey, and run from said post and with said shore South 32 degrees West 150 feet to a post; thence leave said shore and run up the marsh North 30 degrees West 549.95 feet to a post; thence North 64 degrees 7 minutes East 213.67 feet to a post on the edge of South Creek; thence with said Creek and the dividing line between the lands of the North Chesapeake Beach Company and Samuel Owings South 29 degrees 34 minutes East 171.27 feet to a post; thence South 14 degrees 26 minutes West 82.5 feet to a post; thence South 24 degrees 39 minutes East 235 feet to the place of beginning. Containing and laid out for 2 acres of land.

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The courses and distances are taken from a survey made by John Shepherd, Surveyor, on November 18, 1912. Excepting therefrom, however, a lot 20 feet wide and 100 feet deep, said lot fronting 20 feet on the roadway along the beach which is 30 feet wide and extending back parallel with and adjacent to the second course above described, 100 feet, and said lot is more particularly described as follows: Beginning at a point 30 feet North 30 degrees West from the post at the beginning of the second course hereinabove mentioned; thence running North 30 degrees West 100 feet; thence North 60 degrees East 20 feet; thence South 30 degrees East to the road way on the beach; thence with said roadway to the place of beginning. Saving and excepting so much thereof which was conveyed by Richard C. Uhthoff and Marie A. Uhthoff, his wife, to Benjamin H. Smart, dated March 16, 1926, and recorded among said Land Records in Liber W.M.B. No. 23, folio 375, and therein more fully described.

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 have expired.

It is thereupon, this 20th day of August, 1958, by the Circuit Court for Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 5th day of November, 1958, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, forclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell
Clerk

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(1) A

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LIBER 123 PAGE 335

A 3151

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 8th 1956, I sold to A.A. County at public auction for the sum of 70 Dollars and 57 Cents, of which 70.57 Dollars has been paid as a deposit on the property in 1st. Dist. described as Lots 395-396-397 as shown on the plat of North Selby 1950. Resale

and assessed to Louella Littlepage 1015 N St., N.W., Wash., D.C.

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

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

Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires March 6, 1958

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Exhibit No. 1 with Bill of Complaint

(2) B

LIBER ~~119~~ PAGE ~~170~~ LIBER 123 PAGE 336

A 3152

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 8th 1956, I sold to A. A. County at public auction for the sum of 76 Dollars and 14 Cents, of which 76.14 Dollars has been paid as a deposit on the property in 1st. Dist. described as Lot 3, Blk. B, Sec. 1 as shown on the plat of Loch Haven Beach 1950 Resale

and assessed to Herbert H. + Edw. S. Feuz
3312 Old Dominion Bldg., Alexandria, Va.

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth A. [illegible]
Notary Public.

My Commission Expires Nov. 6, 1957

Exhibit No. 1 with Bill of Complaint

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C LIBER ~~110~~ PAGE ~~171~~ LIBER 123 PAGE 337

A 3162

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 8th 1956, I sold to A.A. County at public auction for the sum of 28 Dollars and 65 Cents, of which 28.65 Dollars has been paid as a deposit on the property in 5th. Dist. described as Lot 625 Plat 1 25x125 as shown on the plat of Patapsco Pk.

Sanitary included

and assessed to Margaret E. Moore
1316 U St., N.W., Wash. 11, D.C.

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 8th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

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

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [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 Apr 6, 1958

Exhibit No. 1 with Bill of Complaint

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(4) a/c

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A 3163

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1956, I sold to A. A. County at public auction for the sum of 79 Dollars and 94 Cents, of which 79.94 Dollars has been paid as a deposit on the property in 5th Dist. described as Lot 576-577 as shown on the plat of Patapsco Pk

Sanitary Only

and assessed to Wilber Henson, John Weaver, et al
1419 Laurens St., Balto., 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 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

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

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

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

14 Exhibit No. 1 with Bill of Complaint

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LIBER 123 PAGE 339

A 3167

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 8th 1956, I sold to A. A. County at public auction for the sum of 79 Dollars and 09 Cents, of which 79.09 Dollars has been paid as a deposit on the property in 2nd. Dist. described as Lot 19, Sec. A., as shown on the plat of Herald Harbor 1951 Resub.

and assessed to Jos. S. & Mary Copenhaver
339 Webster St., N.W., Wash., D.C.

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

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

_____
Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

_____
Notary Public.

My Commission Expires May 1, 1957

Exhibit No. 1 with Bill of Complaint

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(6)

LIBER ~~110~~ PAGE ~~174~~ LIBER 123 PAGE 340

A 3168

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 8th 1956, I sold to A. A. County at public auction for the sum of 36 Dollars and 96 Cents, of which 36.96 Dollars has been paid as a deposit on the property in 2nd Dist. described as Lots 5-6-7, Blk. 75, Sec. E as shown on the plat of Herald Harbor

1951 Resale

and assessed to Elizabeth C. Monohan
1740 N St., N.W. Wash., D.C.

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

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

Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 6, 1957

Exhibit No. 1 with Bill of Complaint

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LIBER ~~110~~ PAGE ~~175~~ LIBER 123 PAGE 341

A 3169

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October [illegible] 1956, I sold to A. A. County at public auction for the sum of 30 Dollars and 76 Cents, of which 30.76 Dollars has been paid as a deposit on the property in 8th Dist. described as Approx. 1/2 acre, Blk. 21, as shown on the plat of North Beach Park. 1953 Resub.

and assessed to Richard Uhtoff
131 [illegible]

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October [illegible] 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 [illegible] day of [illegible] 1956

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires [illegible] 1959

Exhibit No. 1 with Bill of Complaint

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MARVIN I. ANDERSON, Solicitor
20-U West Street,
Annapolis, Maryland

No. 12,816 Equity, in the Circuit Court for Anne Arundel County, County Commissioners of Anne Arundel County, a body corporate, vs. Louella Littlepage, Herbert H. Feuz, Edward G. Feuz, W. M. Thomas Lumber Company, a body corporate, Louis N. Phipps, Sr., Margaret E. Morse, Lina Proctor, Wilbur Hanson, also known as Wilbur Henson, Dorothy Weaver, Le Bar Weaver, John Weaver, Daniel Weaver, Nancy Weaver, David A. Lindsay, John S. Copenhaver, also known as Jos. S. Copenhaver, Mary Copenhaver, Elizabeth C. Monohan, Richard Uhthoff; and any and all persons having or claiming to have any interest in the property hereinafter described:

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First, Second, Fifth and Eighth Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All those lots of ground situate in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lots No. 395, 396 and 397 on the Plat of North Selby, said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 27. Being part of the same property which was conveyed to Louella Littlepage, widow, by di Zerega and Company, Inc., by deed dated December 6, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 212, folio 212.

B. All that lot of ground situate in the Eighth Election District of Anne Arundel County aforesaid, known and designated as Lot. No. 3, Block B. Section 1, as shown on the Plat of Loch Haven, Beach; said plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-7, plat 11; now filed in Plat Book No. 19, folio 19. Being a part of the same property which was conveyed by Loch Haven Beach, Incorporated, to Herbert H. Feuz and Edward G. Feuz, by deed dated September 18, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No 377, folio 284. The said W. M. Thomas Lumber Company being the holder of a mortgage on said lot from Herbert H. Feuz and Edward G. Feuz, dated September 18, 1946, and recorded among the Land Records in Liber J.H.H. No. 386, folio 98. The said Louis N. Phipps; in No. 10,771 Equity, brought proceedings to foreclosure equity of redemption on said lot, but failed to complete same.

C. All that lot of ground situate in the Fifth Election District of Anne Arundel County aforesaid, known and designated as Lot No. 625, as shown on the Plat of Patapsco Park, said plat recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 31; now filed in Plat Book No. 12, folio 8; said lot fronting 25 feet on Zepplin Avenue, with an even depth of 125 feet. Being the same property which was conveyed by The Patapsco Park Land Company to Lina Proctor by deed dated February 8, 1917, and recorded among said Land Records in Liber G.W. No. 133, folio 495.

of the stations of the U.S. Coast and Geodetic Survey, and run from said post and v[illegible] said shore South 32 degrees ( ) 150 feet to a post; thence leave said shore and run up the marsh North 30 degrees West 549.95 feet to a post; thence North 64 degrees 7 minutes East 213.67 feet to a post on the edge of South Creek; thence with said Creek and the dividing line between the lands of the North Chesapeake Beach Company and Samuel Owings South 29 degrees 34 minutes East 171.27 feet to a post; thence South 14 degrees 26 minutes West 82.5 feet to a post; thence south 24 degrees 39 minutes East 235 feet to the place of beginning. Containing and laid out for 2 acres of land. The courses and distances are taken from a survey made by John Shepherd, Surveyor, on November 18, 1912. Excepting therefrom, however, a lot 20 feet wide and 100 feet deep, said lot fronting 20 feet on the roadway along the beach which is 30 feet wide and extending back parallel with and adjacent to the second course above described, 100 feet, and said lot is more particularly described as follows: Beginning at a point 30 feet North 30 degrees West from the post at the beginning of the second course hereinabove mentioned; thence running North 30 degrees West 100 feet; thence North 60 degrees East 20 feet; thence South 30 degrees East to the road way on the beach; thence with said roadway to the place of beginning. Saving and excepting so much thereof which was conveyed by Richard C. Uhthoff and Marie A. Uhthoff, his wife, to Benjamin H. Smart, dated March 16, 1926, and recorded among the Land Records in Liber W.M.B. No. 23, folio 375, and therein more fully described.

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 have expired.

It is thereupon, this 20 day of August, 1958, by the Circuit Court for Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 5th day of November, 1958, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, forclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

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LIBER 123 PAGE 342 OFFI[illegible] OF LIBER ~~119~~ PAGE ~~178~~

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1958

We hereby certify, that the annexed

Order of Publication

Eq. 12,816

Louella Littlepage

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

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D. All those lots of ground situate in the Fifth Election District of Anne Arundel County aforesaid, known and designated as Lots No. 576 and 577 of Patapsco Park, situate at Pumphrey's Station, as shown on the Plat of the property on The Patapsco Park Land Company, which plat is duly filed in Plat Book G.W. No. 1, follo 31; now filed in Plat Book No. 12, folio 8. Being the same property which was conveyed by The Patapsco Park Land Company, a body corporate, to Wilbur Hanson, Le Bar Weaver, Dorothy Weaver; John Weaver, Daniel Weaver and Nancy Weaver, by deed dated October 30, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 343, folio 269. The said David A. Lindsay in No. 11,527 Equity brought proceeding to foreclose equity of redemption on said lots, but failed to complete same.

E. All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, being known and designated as Lot No. 19, Block 22, as shown on a certain map entitled "Herald Harbor on the Severn", Amended Map of Section A, Edward W. Digges. Chief Engineer, November 1924, which plat is filed among the Plat Records in Plat Book No. 4, folio 15; being the same property which was conveyed by the Herald Harbor, Incorporated, to John S. Copenhaver and Mary Copenhaver, his wife, by deed dated March 2, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 4, folio 479.

F. All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 5, 6 and 7 in Block No. 75, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E, Edward W. Digges, Chief Engineer, November 1924," said plat recorded in Plat Book No. 4, folio 14. Being the same property which was conveyed by the Herald Harbor, Incorporated, to Elizabeth C. Monohan, by deed dated June 1, 1925, and recorded among the Land Records aforesaid in Liber W.M.B. No. 13, folio 272.

G. All that lot of ground situate in the Eighth Election District of Anne Arundel County aforesaid, containing approximately one-half acre, more or less, situate at North Chesapeake Beach (Block 21, Plat of North Beach Park), and more fully described in the deed from Mary A. Griffith and Kate C. Griffith to Richard C. Uhthoff, by deed dated September 8, 1920, and recorded among the aforesaid Land Records in Liber W.M.B. No. 23, folio 376, to wit: Beginning for the survey of said lot at a post standing on the west shore of Chesapeake Bay and at or near the mouth of South Creek, said post standing South 10 degrees West 235½ feet from a stone on a bank at one

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY a body corporate PLAINTIFF	:	NO. 12,816 EQUITY
	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
LOUELLA LITTLEPAGE et al DEFENDANTS	:	ANNE ARUNDEL COUNTY

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the County Commissioners of Anne Arundel County, a body corporate, by Marvin I. Anderson, its Attorney respectfully shows:

1. That two " Non Est" have been returned against the following defendants in the above entitled case:

Wilbur Hanson
Le Bar Weaver
Dorothy Weaver
John Weaver
Daniel Weaver
Nancy Weaver

2. That the following defendants were returned "summoned" by the Sheriff of Anne Arundel County, State of Maryland;

W. M. Thomas Lumber Company
by John Thomas, President
Louis N. Phipps, Sr.
David A. Lindsay

3. That the following Non-Resident Defendants have neither appeared nor answered as required by the Order of Publication although the time for so doing has expired, as will be seen by reference to the Certificate of Publication hereto attached:

Louella Littlepage
Herbert H. Feuz
Edward G. Feuz
Margaret E. Morse
Lina Proctor

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LIBER ~~119~~ PAGE ~~180~~

LIBER 123 PAGE 345

John S. Copenhaver
Mary Copenhaver
Elizabeth C. Monohan
Richard Uhthoff, also known as
Uhtoff

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Decree Pro Confesso against said Defendants.

Solicitor for Petitioner

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two "Non Est" have been returned against the Defendants set forth in Paragraph 1 of the Petition; that the Defendants mentioned in Paragraph 2 of said Petition were duly summoned; and that the Non-resident Defendants mentioned in Paragrph 3 of said Petition were duly notified by Order of Publication; and that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland; and all of the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon this 29th day of November, 1958, 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.

Judge

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COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate, PLAINTIFF	:	NO. 12,816 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
LOUELLA LITTLEPAGE, et al., DEFENDANTS	:	FOR ANNE ARUNDEL COUNTY

: : : : : : :

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 compliance with the provisions of Article 81, Sections 91, 108 and 109 of the Annotated Code of Maryland, 1951 Edition, as amended by Chapter 188 of the Acts of 1955.

It is, thereupon, this 7th day of January, 1959, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

That all the rights of redemption of the Defendants, Wilbur Hanson, also known as Wilber Henson; Le Bar Weaver; Dorothy Weaver; John Weaver; Daniel Weaver; Nancy Weaver; W. M. Thomas Lumber Company, by John Thomas, President; Louis N. Phipps, Sr.; David A. Lindsay; Louella Littlepage; Herbert H. Feuz; Edward G. Feuz; Margaret E. Morse; Lina Proctor; John S. Copenhaver; Mary Copenhaver; Elizabeth C. Monohan; and Richard Uhthoff, also known as Richard Uhtoff; or of anyone claiming, by, from or under them, or any of them, in and to the property described in the Bill of Complaint and Certificates of Sale as having been sold by the

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Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.

That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this decree; as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public easements to which the same is subject) is hereby vested in the Plaintiff.

That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the County Commissioners of Anne Arundel County, a body corporate.

That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.

That the Plaintiff shall pay the costs of this proceeding.

Matthew P. Crowe
Judge

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COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	*	NO. 12,816 EQUITY
	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
LOUELLA LITTLEPAGE, et al	*	ANNE ARUNDEL COUNTY
	*	
Defendants	*	

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

PETITION TO RESCIND DECREE AMEND AND READVERTISE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioner, the County Commissioners of Anne Arundel County, by their Attorney, James C. Morton, respectfully states:

1. That your Petitioner filed a bill of complaint to foreclose the Equity of Redemption held in certain properties by the defendants in the above entitled proceedings on August 20, 1958, and subsequently, on January 7, 1959, obtained a final decree against all of said defendants foreclosing their rights of redemption in all of the properties set forth therein.

2. That in the course of the proceedings, your Petitioner, inadvertently failed to send registered mail notices to the non-resident defendants Herbert H. Feuz and Edward J. Feuz, reputed owners of Lot No. 3, Block B, Section 1, as shown on the plat of Loch Haven Beach, First Election District of Anne Arundel County, Maryland, as required by Article 81, Section 107 of the Annotated Code of Maryland and Rule 105e of the Maryland Rules of Procedure, although your Petitioner recited a last known mailing address in the Bill of Complaint.

3. That, in respect to the proceedings against the property known as Lot No. 3, Block B, Section 1, as shown on the plat of Loch Haven Beach, your Petitioner inadvertently alleged that the property was located in the Eighth Election District of Anne Arundel County and so advertised the same when in fact the property is in the First Election District of Anne Arundel County.

4. That, in respect to the proceedings against the property known as Lot No. 3, Block B, Section 1, as shown on the plat of Loch Haven

1959 DEC -4 AM 11:25

Beach, your Petitioner inadvertently failed to include the State of Maryland which is a lien-holder against all properties held by Herbert H. Feuz and Edward J. Feuz.

5. That your Petitioner is desirous of obtaining a clear and marketable title to said property, and to do so, your Petitioner deems it necessary to rescind the Decree pro Confesso, dated November 29, 1958, and the final decree, dated January 7, 1959, in so far as said Decrees pertain to Lot No. 3, Block B, Section 1, Loch Haven Beach; to amend the Order of Publication and have the same re-issued and re-advertised; to mail the proper registered letter notice to the last known address of the non-resident defendants Herbert H. Feuz and Edward J. Feuz; and to summon the State of Maryland, as Defendant.

WHEREFORE, your Petitioner prays this Honorable Court rescind the Decree pro Confesso and final decree in these proceedings in so far as they pertain to Lot No. 3, Block B, Section 1, Loch Haven Beach, and grant your Petitioner leave to amend the Bill of Complaint and Order of Publication directed to Herbert H. Feuz and Edward J. Feuz, only, and include the State of Maryland as defendant.

James C. Morton, Jr.

James C. Morton, Attorney for Petitioner

ORDER

Upon the aforegoing Petition, it is this 9th day of ~~November~~ December, 1959, ORDERED that the Decree pro Confesso and the Final Decree in the above entitled proceedings, be, and they are hereby, rescinded in so far as they apply to Lot No. 3, Block B., Section 1, Loch Haven Beach, and that the Petitioner herein be, and it is hereby, granted permission to amend the Bill of Complaint and Order of Publication; to re-issue and re-advertise a new Order of Publication directed to Herbert H. Feuz and Edward J. Feuz, and to include the State of Maryland as party defendant.

Matthew P. Crane

Judge

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate Court House Annapolis, Maryland Plaintiff VS. HERBERT H. FEUZ and EDWARD G. FEUZ 3312 Old Dominion Building Alexandria, Virginia And W.M. THOMAS LUMBER COMPANY, a body corporate Shadyside, Maryland And LOUIS N. PHIPPS SR. 67 College Avenue Annapolis, Maryland And STATE OF MARYLAND Serve on: C. Ferdinand Sybert, Attorney General, State of Maryland State Office Building Baltimore, Maryland, and All persons having or claiming to have any interest in certain property in the First Election District of Anne Arundel County, Maryland, known and designated as Lot No. 3, Block B, Section 1, as shown on the plat of Loch Haven Beach, said plat being filed among the Plat Records of Anne Arundel County in Plat Book 19, Folio 19. Defendants	*	NO. 12,816 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

AMENDED BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, the County Commissioners of Anne Arundel County, a body corporate, by its Solicitor, James C. Morton, amends its Bill of Complaint in so far as it effects Lot 3, Block B, Section 1 of Loch Haven Beach and states:

First: That on or about the 8th day of October, 1956, the Certificates of Tax Sales attached hereto and marked "Complainant's Exhibit No. 1", were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of

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Maryland, and Anne Arundel County, to it, which Certificates are prayed to be taken as part hereof:

Second: That the property mentioned in said Certificates is as follows;

B. CERTIFICATE NO. A-3152

All that lot of ground situate in the First Election District of Anne Arundel County aforesaid, known and designated as Lot No. 3, Block B, Section 1, as shown on the Plat of Loch Haven Beach, said plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-7, Plat 11; now filed in Plat Book No. 19, folio 19. Being a part of the same property which was conveyed by Loch Haven Beach, Incorporated, to Herbert H. Feuz and Edward G. Feuz, by deed dated September 18, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 377, folio 284. The said W.M. Thomas Lumber Company being the holder of a mortgage on said lot from Herbert H. Feuz and Edward G. Feuz, dated September 18, 1946, and recorded among said Land Records in Liber J.H.H. No. 386, folio 98. The said Louis N. Phipps, in No. 10,771 Equity, brought proceedings to foreclose equity of redemption on said lot, but failed to complete same. Said lot is assessed to Herbert H. Feuz and Edward G. Feuz, whose last known address was 3312 Dominion Building, Alexandria, Virginia. The amount due on the day of sale was $76.14.

Third: That said property has not been redeemed by any party in interest, although more than one year and one day from the date of sale has expired.

Fourth: The complainant prays for process directed to the above named respondents, whose last known addresses are set out with their names after the description of each property.

Fifth: The Complainant prays for an Order of Publication directed to all parties in interest in the various properties.

Sixth: To redeem the properties, it is necessary for the Respondents to pay the sums as set out after the description of each property, with interest from October 8, 1956, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complain-

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ant under Sections 91, 108 and 109 of Article 81 of the Annotated Code of Maryland, 1951 Edition, as amended by Chapter 188 of the Acts of 1955.

Seventh: The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

Eighth: That the Complainant may have such other and further relief as it may require.

Ninth: That the defendant, State of Maryland, is the holder of a judgment in the amount of $147.54 against Herbert H. Feuz and Edward G. Feuz, dated August 20, 1947, in Law No. 686 in the Circuit Court for Anne Arundel County.

AND as in duty bound, etc.

James C. Morton, Jr.

James C. Morton, Jr.
Solicitor for Complainant
18 West Street
Annapolis, Maryland

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COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate Court House Annapolis, Maryland	*	No. 12,816 EQUITY
Plaintiff	*	IN THE
VS.	*	
HERBERT H. FEUZ and EDWARD G. FEUZ 3312 Old Dominion Building Alexandria, Virginia	*	CIRCUIT COURT
And	*	FOR
W.M. THOMAS LUMBER COMPANY, a body corporate Shadyside, Maryland	*	ANNE ARUNDEL COUNTY
And	*	
LOUIS N. PHIPPS SR. 67 College Avenue Annapolis, Maryland	*	
And	*	
STATE OF MARYLAND Serve on: C. Ferdinand Sybert, Attorney General, State of Maryland State Office Building Baltimore, Maryland, and All persons having or claiming to have any interest in certain property in the First Election District of Anne Arundel County, Maryland, known and designated as Lot No. 3, Block B, Section 1, as shown on the plat of Loch Haven Beach, said plat being filed among the Plat Records of Anne Arundel County in Plat Book 19, Folio 19.	*	
Defendants	*	

* * * * * * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property in the First Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to the Complainant in these proceedings.

All that lot of ground situated in the First Election District of Anne Arundel County aforesaid, known and

1959 DEC 11

designated as Lot No. 3, Block B, Section 1, as shown on the plat of Loch Haven Beach, said plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-7, Plat 11; now filed in Plat Book No. 19, folio 19. Being a part of the same property which was conveyed by Loch Haven Beach, Inc. to Herbert H. Feuz and Edward G. Feuz, by deed dated September 18, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 377, folio 284. The said W. M. Thomas Lumber Company being the holder of a mortgage on said lot from Herbert H. Feuz and Edward G. Feuz, dated September 18, 1946 and recorded among the said Land Records in Liber J.H.H. No. 386, folio 98. The said Louis N. Phipps, in No. 10,771 Equity, brought proceedings to foreclose equity of redemption on said lot, but failed to complete the same.

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 have expired.

It is thereupon this 14th day of ~~October~~ December, 1959, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 17th day of February, ~~1959~~ 1960, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

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LIBER 123 PAGE 355

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate Court House Annapolis, Maryland Plaintiff VS. HERBERT H. FEUZ, et al Defendants	* * * * * * * * *	NO. 12,816 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

AFFIDAVIT OF NOTICE BY REGISTERED MAIL

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 5th day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared James C. Morton, Jr. and made oath in due form of law that:

1. A registered letter notice has been sent to the following non-resident defendants to these proceedings at their last known address; Herbert H. Feuz and Edward G. Feuz.

2. Attached hereto are the returned registered letters from each of the above named non-resident defendants.

AS WITNESS my hand and Notarial Seal.

James C. Morton
Notary Public

No. 12,816 Equity
In The Circuit Court
For
Anne Arundel County

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate, Court House, Annapolis, Maryland
Plaintiff

vs.

HERBERT H. FEUZ and EDWARD G. FEUZ, 3312 Old Dominion Building, Alexandria, Virginia

and

W. M. THOMAS LUMBER CO., a body corporate, Shadyside, Md.

and

LOUIS N. PHIPPS, SR., 67 College Ave., Annapolis, Md.

and

STATE OF MARYLAND, Serve on: C. FERDINAND SYBERT, Attorney General, State of Maryland, State Office Building, Baltimore, Md. and

All persons having or claiming to have any interest in certain property in the First Election District of Anne Arundel County, Md., known and designated as Lot No. 3, Block B, Section 1, as shown on the plat of Loch Haven Beach, said plat being filed among the Plat Records of Anne Arundel County in Plat Book 19, Folio 19.
Defendants

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property in the First Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Aruodel County and the State of Maryland to the Complainant in these proceedings.

All that lot of ground situated in the First Election District of Anne Arundel County aforesaid, known and designated as Lot No. 3, Block B, Section 1, as shown on the plat of Loch Haven Beach, said plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-7, Plat 11; now filed in Plat Book No. 19, folio 19. Being a part of the same property which was conveyed by Loch Haven Beach, Inc. to Herbert H. Feuz and Edward G. Fuez, by deed dated Stepember 18, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 377, folio 284. The said W. M. Thomas Lumber Company being the holder of a mortgage on said lot from Herbert H. Fuez and Edward G. Feuz, dated September 18, 1946 and recorded among the said Land Records in Liber JHH No. 386, folio 98. The said Louis N. Phipps, in No. 10,771 Equity, brought proceedings to foreclose equity of redemption on said lot, but failed to complete the same.

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 have expired.

It is thereupon this 14th day of December, 1959, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be giveo by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 17th day of February, 1960, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

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

OFFICE OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 356

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1960

We hereby certify, that the annexed Order of Publication No. 12,816 Eq Herbert H. Feuz, etc

was published in

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate Court House Annapolis, Maryland Plaintiff	:	NO. 12,816 EQUITY
VS.	:	IN THE
HERBERT H. FEUZ and EDWARD G. FEUZ 3312 Old Dominion Building Alexandria, Virginia	:	CIRCUIT COURT
and	:	FOR
W. M. THOMAS LUMBER COMPANY, a body corporate Shadyside, Maryland	:	ANNE ARUNDEL COUNTY
and	:	
LOUIS N. PHIPPS, SR., 67 College Avenue Annapolis, Maryland	:	
and	:	
STATE OF MARYLAND Serve on: C. Ferdinand Sybert, Attorney General, State of Maryland State Office Building Baltimore, Maryland, and All persons having or claiming to have any interest in certain property in the First Election District of Anne Arundel County, Maryland, known and designated as Lot No. 3, Block B, Section 1, as shown on the plat of Loch Haven Beach, said plat being filed among the Plat Records of Anne Arundel County in Plat Book 19, Folio 19. Defendants	:	

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

And now comes the Respondent, the State of Maryland to the use of the Department of Employment Security, by James N. Phillips, General Counsel, and in answer to the amended Bill of Complaint filed in the aforegoing case of action says:

1. That the State of Maryland holds judgment against Herbert H. Feuz and Edward G. Feuz, as set forth in the amended Bill of Complaint, in the amount of $136.02, plus interest in the amount of $123.65.

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2. That the full sum is still due and owing as evidenced by the claim filed herewith.

WHEREFORE, your Respondent prays that the Court pass such order in this matter as may be appropriate and that the claim of your Respondent be paid out of the proceeds of the sale of said property in its proper priority.

AND, AS IN DUTY BOUND, etc.

James N. Phillips
General Counsel

I hereby certify that on this 9 day of February, 1960, a copy of the within Answer to the amended Bill of Complaint was sent to James C. Morton, Jr., Solicitor for Complainant, at 18 West Street, Annapolis, Maryland.

James N. Phillips
General Counsel

Form DES 85
Rev. 1/60

STATE OF MARYLAND
Department of Employment Security
Statement of Account

LIBER 123 PAGE 359

Department of Employment Security Division of Unemployment Insurance 1100 N. Eutaw Street Baltimore 1, Maryland	Employer 279503 Fenz Construction Co. 3312 Old Dominion Blvd. Alexandria, Va. 1510-02 5 2.7	Date of Statement 2-4-60

Period Yr. Qtr.	Contributions	Interest	Amount Paid	Date Paid	Paid Cont.	Paid Int.	Balance Cont.	Balance Int.	Total
LIEN OF	8-15-47								
1946-3	112.15						112.15		
4	23.87						23.87		
Int. in Lien 8-1-47		11.52						11.52	
Add'l. Int. 3-1-60		112.13						112.13	
	136.02	123.65					136.02	123.65	259.67

G

Form DES 27
Rev. 5/59

IN THE MATTER OF
FEUZ CONSTRUCTION COMPANY, INC.
Loch Haven Beach
Edgewater, Maryland

LIBER 123 PAGE 360

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

FORECLOSURE

At Baltimore City, in the State of Maryland, on the 4th day of February 19 60 came WILLIAM I. WALSH of said City and State and says:

That he is the CHIEF OF CONTRIBUTIONS of the Division of Unemployment Insurance of the Maryland Department of Employment Security, an agency duly organized under and by virtue of Article 95- A of the Annotated Code of Maryland, hereinafter designated as Claimant.

That the said Claimant is administering the Maryland Unemployment Insurance Act at the place aforesaid, that the affiant is duly authorized to make this Proof, and execute same, and that Debtor was at the time these proceedings were instituted herein and still is, justly and truly indebted to the said Claimant in the sum of $ 136.02 representing contributions due under the Maryland Unemployment Insurance Law according to the account hereto attached, plus $ 123.65 , representing interest to the date of this claim. Contributions unpaid on the date on which they are due and payable bear interest at the rate of one per centum per month from and after such date until payment plus interest is received.

That this claim is entitled to priority as is provided in Article 95-A Section 15 (g) of the Annotated Code of Maryland.

That no part of said debt has been paid and there are no offsets or counter-claims to the same and said deponent has not, nor has any person for or on behalf of said Claimant received any manner of security for said debt, nor has any judgment been rendered therefor, or for any part thereof, nor has any note or other evidence of said debt been received except as herein stated.

William I. Walsh, Chief of Contributions
Maryland Unemployment Insurance Division

Sworn and subscribed to before me the day and year above mentioned.

kd

35 EXHIBIT 7

NOTARY PUBLIC

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate Court House Annapolis, Maryland Plaintiff VS. HERBERT H. FEUZ, et al Defendants	*	NO. 12,816 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * *

AFFIDAVIT OF EFFORT TO LOCATE DEFENDANT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 17th day of ~~January~~ February, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared James C. Morton, Jr. and made oath in due form of law that:

1. A registered letter has been sent to the defendants, Herbert H. Feuz and Edward G. Feuz, in the above proceedings at their last known address as shown on the tax records of Anne Arundel County and that said letters were returned to the sender as indicated in these proceedings.

2. That a search of the records of the Orphans Court for Anne Arundel County, the Annapolis Telephone Directory and the Washington Telephone Directory failed to disclose a more recent address for the defendants, Herbert H. Feuz and Edward G. Feuz.

AS WITNESS my hand and Notarial Seal.

Sylvia L. Maiston Notary Public

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COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate Court House Annapolis, Maryland	*	NO. 12,816 EQUITY
Plaintiff	*	IN THE
VS.	*	CIRCUIT COURT
HERBERT H. FEUZ, et al	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER of PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, State of Maryland; that a registered letter notice has been sent to the non-resident defendants, Herbert H. Feuz and Edward G. Feuz, at their last known adresses; that the defendants, W.M. Thomas Lumber Company and Louis N. Phipps have been served with a summons; and the defendants, Herbert H. Feuz, Edward G. Feuz, W.M. Thomas Lumber Company and Louis N. Phipps having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is thereupon, this 18th day of February, 1960, 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 the said Defendants.

Matthew S. Evans
Judge

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1960 FEB 19 AM 10:05

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COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate, Court House Annapolis, Maryland	*	NO. 12,816 EQUITY
Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	*	
HERBERT H. FEUZ, et al	*	
Defendants	*	

* * * * * * *

FINAL 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 Sections 97 to 123 of Article 81, of the Annotated Code of Maryland (1957 Edition),

It is, thereupon, this 24th day of March, 1960, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> All that lot of ground situate in the First Election District of Anne Arundel County, State of Maryland, designated as Lot No. 3, Block 5, Section 1, as shown on the plat of Loch Haven Beach, said plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-7, Plat 11, now filed in Plat Book No. 19, folio 19.

and having been sold by the Treasurer of Anne Arundel County on October 8, 1956 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs.

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4. That the Plaintiff shall pay the costs of this proceeding.

Matthew J. Evans
Judge

NORMAN O. JARVIS and	*	NO. 13,478 EQUITY
AREATHA JARVIS PARK 1612 Allison St. N.W., Washington, D.C. VS	*	IN THE
JOHN HARROD, Churchton, Md., and	*	CIRCUIT COURT
All persons having or claiming to have any interest in approximately 8 acres of unimproved land at Churchton, which acreage is more particularly described by metes and bounds in a deed to John Harrod dated September 29, 1900 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 18, folio 496, and is situate in the Seventh Election District, Anne Arundel County, State of Maryland	*	FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Norman D. Jarvis and Areatha Jarvis Park, by William W. Townshend, Jr. and William E. Kirk, their attorneys, respectfully show:

1. That on July 2, 1959 a certificate of tax sale pertaining to approximately eight (8) acres of land in the Seventh Election District of Anne Arundel County, attached hereto and marked "Complainants' Exhibit No. 1", was issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Richard Harried who assigned the same to your complainants, which Certificate and Assignment are prayed to be taken as part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2822 - A parcel of ground in the Seventh Election District of Anne Arundel County, described as 8 acres of land at Churchton, no improvements.

At the time of the tax sale, the property which is the subject of these proceedings, was assessed to John Harrod and is more particularly described as follows:

> Beginning for the survey of said lot at a stone now standing in the northwest corner of the lands of Mr. John Howes and run with said lands S 45° 30' East 24-8/100 perches to a granite stone, a boundary of Hezekiah F. Ward's lands; thence leave the lands of John Howes and run with the lands of the said H. F. Ward S 46° 15' West 39-52/100 perches to a cedar post standing midway between two gate posts and in the middle of the road leading to the dwelling of the said H. F. Ward

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1959 OCT 20 PM 3:12

thence leave said lands and run with said road N 38° 30' West 33-2/5 perches to a post in said road, thence leave said road and run N 47° 45' East 34-1/2 perches to a post in the outlines of Margaret Harrod's lot, thence with the same S 50° 50' East 8-32/100 perches to the beginning. Containing seven (7) acres, two (2) roods and twenty-six (26) square perches of land, more or less.

That the said property was originally conveyed to John Harrod by deed dated September 29, 1900 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 18, folio 496; that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 14, 1935 was Thirty-one Dollars and Fifty-nine Cents ($31.59).

3. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Seventh Election District on the day of the sale was:

John Harrod
Churchton
8 acres @ $20

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That, according to the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of Anne Arundel County, the title to the aforesaid acreage was vested in the name of John Harrod at the time of the tax sale; that Richard Harried purchased said acreage at the tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 2684; that C. Albert Hodges, Late Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, conveyed the aforesaid property to Richard Harried by deed dated April 6, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 180, folio 52; that the said Richard Harried, joined by his wife, Martha Harried, conveyed the said property to William D. Jarvis and Georgia A. Jarvis, his wife, by deed dated April 7, 1938 and recorded among the aforesaid Land Records in Liber F.A.M. No. 179, folio 113, who in turn conveyed the said acreage to William Ernest Jarvis by deed dated June 20, 1939 and recorded among the aforesaid Land Records in Liber J.H.H. No. 202, folio 220; that the said William Ernest Jarvis died, intestate, on February 2, 1945, leaving a widow, Elva C.

Jarvis, who died, intestate, in March, 1956; the said Elva C. Jarvis leaving as her sole heirs her children, Norman O. Jarvis and Areatha Jarvis Park, your Complainants, who were born of the marriage between the said William Ernest Jarvis and Elva C. Jarvis.

5. That your Complainants obtained their right, title and interest to the aforesaid property through inheritance by virtue of their being the sole children of William Ernest Jarvis and Elva C. Jarvis, and the Certificate of Tax Sale was issued to Richard Harried and assigned to your Complainants on October 19, 1959, as aforesaid, for said parcel of land in the Seventh Election District, Anne Arundel County.

6. That the aforesaid lots of ground have not been redeemed by any party in interest, although more than one year and one day from the date of sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Sections 97 to 123 of Article 81 of the Annotated Code of Maryland.

7. The amount necessary for the redemption of the above entitled property is as follows:

John Harrod - Certificate No. 2822 $35.00

which is the amount paid for said property, as the same appears on the Certificates of Tax Sale, with interest at the rate of six per cent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest, penalties and costs, paid by the Complainant herein, subsequent to the date of sale of said property, as provided for under the provisions of the Acts of 1943 aforesaid, as amended.

8. That it appears that the Respondent herein according to the assessment records for Anne Arundel County, on the date of the tax sale, is a resident of the State of Maryland and therefore your Complainants pray for process directed to the aforesaid Respondent at his last known address as above set forth, as the address of the said resident Respondent.

9. That the Complainants pray for an Order of Publication directed to all the parties in interest in the aforementioned property.

TO THE END THEREFORE,

(a) This Court pass a final decree foreclosing all the rights of redemption of the Respondents herein in and to the aforesaid acreage as described by metes and bounds in a deed to John Harrod, dated September 29, 1900 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 18, folio 496.

(b) That the Court pass a final decree whereby there will be vested in the Complainants, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Respondent and all persons having or claiming to have any interest in the aforementioned property, 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 a day set, not less than sixty days from the filing of this Bill of Complaint, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND AS IN DUTY BOUND, ETC.

Norman O. Jarvis, Complainant

Areatha Jarvis Park, Complainant

TOWNSHEND AND KIRK

BY: William E. Kirk
William E. Kirk
Attorneys for Complainants
Towns-Worth Building
South Street
Annapolis, Maryland
Colonial 3-4546

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of ~~July~~ OCT., 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Norman D. Jarvis and Areatha Jarvis Park, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial seal.

Alice Gary
Notary Public

Duplicate

No. 2822 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 Roland Harried at public auction for the sum of 35.00 Dollars and _____ Cents, of which 31.59 Dollars has been paid as a deposit on the property in District 7. described as 8 acres of land at Churchton, as improvements

and assessed to John Harried,

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 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 2nd day of July 1959,

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2nd day of ~~October~~ July 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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"COMPLAINANTS' EXHIBIT NO. 1959" OCT 20 PM 3:12

For value received, I hereby assign all of my right, title and interest in the within Certificate of Tax Sale No. 2822 unto Norman O. Jarvis and Areatha Jarvis Park.

Witness my hand and seal this 19th day of October, 1959.

Witness:

William H. Tomlinson

Richard Harried (SEAL)
Richard Harried

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of October, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard Harried, and acknowledged the aforegoing assignment to be his act.

WITNESS my hand and Notarial seal.

William H. Tomlinson
Notary Public

NORMAN O. JARVIS and AREATHA JARVIS PARK VS JOHN HARROD, Churchton, Md., and All persons having or claiming to have any interest in approximately 8 acres of unimproved land at Churchton, which acreage is more particularly described by metes and bounds in a deed to John Harrod dated September 29, 1900 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 18, folio 496, and is situate in the Seventh Election District Anne Arundel County, State of Maryland	*	NO. 13478 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * *

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 Seventh Election District of Anne Arundel County, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the predecessor in title of the Complainants in these proceedings, and described as follows:

> Beginning for the survey of said lot at a stone now standing in the northwest corner of the lands of Mr. John Howes and run with said lands S 45° 30' East 24-8/100 perches to a granite stone, a boundary of Hezekiah F. Ward's lands; thence leave the lands of John Howes and run with the lands of the said H. F. Ward S 46° 15' West 39-52/100 perches to a cedar post standing midway between two gate posts and in the middle of the road leading to the dwelling of the said H. F. Ward; thence leave said lands and run with said road N 38° 30' West 33-2/5 perches to a post in said road and run N 47° 45' East 34-1/2 perches to a post in the outlines of Margaret Harrod's lot, thence with the same S 50° 50' East 8-32/100 perches to the beginning. Containing seven (7) acres, two (2) roods and twenty-six (26) square perches of land, more or less.

Being the same property described in a deed to John Harrod, dated September 29, 1900 and recorded among the Land Records of Anne Arundel County in Liber No. G.W. 18, folio 496.

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 have 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 the

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insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 31st day of December 1959, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

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Wm. E. Kirk, Atty.

No. 13,478 Equity
In The Circuit Co
For
Anne Arundel County

NORMAN O. JARVIS and
AREATHA JARVIS PARK
vs.
JOHN HARROD, Churchton, Md., and

All persons having or claiming to have any interest in approximately 8 acres of unimproved land at Churchton, which acreage is more particularly described by metes and bounds in a deed to John Harrod dated September 29, 1900 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 18, folio 496, and is situate in the Seventh Election District Anne Arundel County, State of Maryland.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Seventh Election District of Anne Arundel County, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the predecessor in title of the Complainants in these proceedings, and described as follows:

Beginning for the survey of said lot at a stone now standing in the northwest corner of the lands of Mr. John Howes and run with said lands S 45° 30' East 24-8/100 perches to a granite stone, a boundary of Hezekiah F. Ward's lands; thence leave the lands of John Howes and run with the lands of the said H. F. Ward S 46° 15' West 39-52/100 perches to a cedar post standing midway between two gate posts and in the middle of the road leading to the dwelling of the said H. F. Ward; thence leave said lands and run with said road N 38° 30' West 33-2/5 perches to a post in said road and run N 47° 45' East 34-1/2 perches to a post in the outlines of Margaret Harrod's lot, thence with the same S 50° 50' East 8-32/100 perches to the beginning. Containing seven (7) acres, two (2) roads and twenty-six (26) square perches of land, more or less.

Being thes ame property described in a deed to John Harrod, dated September 29, 1900 and recorded among the Land Records of Anne Arundel County in Liber No. G.W.18, folio 496.

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 have 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 the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 31st day of December, 1959, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

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

OFFICE OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 374

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed Order of Publication Eq. 13,478 Norman O. Jarvis 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 December, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

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1959 DEC -2 PM 3:20

By H. Tilghman

LIBER 123 PAGE 375

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 19th day of January, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William E. Kirk, attorney for Norman C. Jarvis and Areatha Jarvis Park,

plaintiffs, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

obtained the deed to the part of the property described herein on July 12, 1888

and is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 19th day of January, 19 60.

Notarial Seal

Viola J. Brown
Viola J. Brown Notary Public

My Commission will expire on: May 1, 1961

Filed,

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1960 JAN 19 PM 2:01

10

NORMAN O. JARVIS and AREATHA JARVIS PARK 1612 Allison St. N. W., Washington, D. C. VS. JOHN HARROD, Churchton, Md., and All persons having or claiming to have any interest in approximately 8 acres of unimproved land at Churchton, which acreage is more particularly described by metes and bounds in a deed to John Harrod dated September 29, 1900 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 18, folio 496, and is situate in the Seventh Election District, Anne Arundel County, State of Maryland.	*	NO. 13,478 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two successive subpoenas against the defendant have been returned non est; that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, State of Maryland, and the defendant having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against him,

It is thereupon, this 20th day of January, 1960, 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 the said defendant.

Matthew S. Emerson
JUDGE

FILED
1960 JAN 20 PM 4:47

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LIBER 123 PAGE 377

NORMAN O. JARVIS and AREATHA JARVIS PARK 1612 Allison St., N.W. Washington, D. C. Complainants VS JOHN HARROD, Churchton, Md., and All persons having or claiming to have any interest in approximately 8 acres of unimproved land at Churchton, which acreage is more particularly described by metes and bounds in a deed to John Harrod dated September 29, 1900 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 18, folio 496, and is situate in the Seventh Election District, Anne Arundel County, State of Maryland. Respondents	*	NO. 13,478 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * *

FINAL 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 Sections 97 to 123 of Article 81, of the Annotated Code of Maryland (1957 Edition), as amended,

It is, thereupon, this 24th day of February, 1960, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the defendant, John Harrod, or of anyone claiming by, through or under him, in and to the property described in these proceedings, namely:

> All of that property situate in the Seventh Election District of Anne Arundel County and beginning for the survey of said lot at a stone now standing in the northwest corner of the lands of Mr. John Howes and run with said lands South 45 degrees 30 minutes East 24-8/100 perches to a granite stone, a boundary of Hezekiah F. Ward's lands; thence leave the lands of John Howes and run with the lands of the said H. F. Ward South 46 degrees 15 minutes West 39 -52/100 perches to a cedar post standing midway between two gate posts and in the middle of the road leading to the dwelling of the said H. F. Ward; thence leave said lands and run with said road North 38 degrees 30 minutes West 33-2/5 perches to a post in said road and run North 47 degrees 45 minutes East 34-1/2 perches to a post in the outlines of Margaret Harrod's lot, thence with the same South 50 degrees 50 minutes East 8-32/100 perches to the beginning. Containing seven (7) acres, two (2) roods and

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twenty-six (26) square perches of land, more or less.

Being the same property described in a deed to John Harrod, dated September 29, 1900, and recorded among the Land Records of Anne Arundel County in Liber No. G. W. 18 folio 496.

and having been sold by the Treasurer of Anne Arundel County on October 14, 1935 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to the date of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of these proceedings.

Matthew A. Evans
Judge

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LIBER 123 PAGE 379

IN THE MATTER OF	:	NO. 13,479 EQUITY
THE SALE OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF GLEN R. BROWN	:	ANNE ARUNDEL COUNTY

: : : : : : :

Mr. Clerk:

Please docket this suit, file the within original mortgage and statement of mortgage debt.

Albert J. Goodman

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Assignee

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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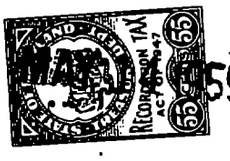
1959 OCT 21 PM 1:40

MORTGAGE FEE—CITY OR COUNTY—Form 16.



LIBER 123 PAGE 380

PURCHASE MONEY

THIS MORTGAGE, Made this 16th day of ~~February~~ March

in the year nineteen hundred and fifty-nine by and between

GLEN R. BROWN

Mortgagor of the County of Anne Arundel in the State of Maryland, of the first part, and

EVERETT WALTON CHANCE, Mortgagee, of the second part:

Whereas, the Mortgagor is indebtor to the Mortgagee in the true and just sum of Two Thousand Five Hundred Six Dollars and Twenty-seven Cents ($2506.27), this day loaned and advanced to her, being a part of the purchase money for the property hereinafter described; and

WHEREAS, the Mortgagor has covenanted and agreed to repay said sum, with interest thereon at the rate of six per cent (6%) per annum payable in monthly installments of Forty-five Dollars ($45.00) each, including interest on the balance; the Mortgagor to have the privilege of prepayment without penalty, of all or any part of said balance at the Mortgagor's option; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the same should be secured by this Mortgage.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said GLEN R. BORWN

do es grant and convey unto EVERETT WALTON CHANCE, his heirs and assigns,

in fee simple, all those lots ~~xxxx~~ or parcel of ground situate and lying in the First Election District of Anne Arundel County aforesaid, and described as follows, to wit:—~~Beginning for~~

LOTS Numbered 5225 and 5226 as described on the plat entitled "Fourth Map of Woodland Beach" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 27 (Plat Cabinet 1, Rod Y, Plat No. 13), and also in new PIat Book 8, at plat 15.

BEING the same property which was conveyed unto the Mortgagor by the Mortgagee by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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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 s of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns, forever.

Provided, that if the said Mortgagor, his heirs,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Two Thousand Five Hundred Six and 27/100* * * * * * * * * * * * * * * * * 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 his part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, his personal representatives, or assigns, or 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 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 Mortgagor , his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, 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 party of the first part, his executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

And the said part of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the hand and seal of the said Mortgagor.

TEST:

Bennett Crain

BENNETT CRAIN, JR

Glen R. Brown [SEAL]
Glen R. Brown

[SEAL]

[SEAL]

State of Maryland, COUNTY OF ANNE ARUNDEL , ss:

I Hereby Certify, that on this 16th day of March in the year one thousand nine hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the State and County aforesaid, personally appeared GLEN R. BROWN the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be his act. At the same time also appeared

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.

Frances P McWilliams
Frances P McWilliams

7.00

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BOOK 1295 PAGE 406

LIBER 123 PAGE 383

STATE OF Penna
COUNTY OF Luzerne, to wit:

I HEREBY CERTIFY that on this 20 day of March, 1959, before me, a Notary Public in and for the State and County aforesaid, personally appeared EVERETT WALTON CHANCE, the Mortgagee 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 seal Notarial.

My Commission Expires Jun. 1, 1962
Alderman And Justice of the Peace

A Miles Bankers, Notary Public

7.00 A Miles Bankers

Rec'd for record May 14, 1959 at 10:19 AM.
Mailed to Bennett Crain, Jr.

MORTGAGE
FROM
GLEN R. BROWN
TO
EVERETT WALTON CHANCE

BLOCK NO. ___

Received for Record ___, 19__
at ___ o'clock ___ M. Same day recorded
in Liber ___ No. ___ Folio ___ &c.
Records of ___
and examined per ___ Clerk.
Cost of Record, $ 7.00

BENNETT CRAIN, JR.
18 West Street
Annapolis, Maryland

The Daily Record Co., Baltimore, Md.

I HEREBY ASSIGN the within mortgage to ALBERT J. GOODMAN for purposes of foreclosure only.

AS WITNESS my hand and seal this 19 day of ~~September~~ October, 1959.

WITNESS:

Everett Walton Chance (SEAL)

LIBER 123 PAGE 384

IN THE MATTER OF	:	NO. 13479 EQUITY
THE SALE OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF GLEN R. BROWN	:	ANNE ARUNDEL COUNTY

: : : : : : :

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of Everett Walton Chance under the mortgage from Glen R. Brown dated March 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1295, folio 403:

Principal debt as of August 8, 1959	$2,385.42
Interest at 6% from 8/8/59 to 10/29/59	31.81
	$2,417.23

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LUZERNE, TO WIT:

I HEREBY CERTIFY that on this 14th day of ~~September~~ October, 1959, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the county aforesaid, personally appeared EVERETT WALTON CHANCE, the mortgagee named in the above-mentioned mortgage, and made oath in due form of law that the above statement of mortgage debt is true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Notary Public

My Commission Expires Jan. 1, 19[illegible]
Alderman And Justice of the Peace

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1959 OCT 21 PM 1:40

6

Sale of Real Estate—Md.

A STOCK COMPANY

LIBER 123 PAGE 385

LIBER 10 PAGE 109

NO. 13,479 EQUITY

IN THE MATTER OF

THE SALE OF THE

MORTGAGED REAL ESTATE

OF GLEN R. BROWN

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ASSIGNEE'S BOND

Know All Men by these Presents:

THAT WE, ALBERT J. GOODMAN,

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and no/100- Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 22nd day of October, nineteen hundred and fifty-nine

Whereas, by virtue of a power of sale contained in a mortgage from Glen R. Brown to Everett Walton Chance bearing date on or about the 16th day of March nineteen hundred and fifty-nine, the said mortgagee is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said mortgagee, by duly recorded assignment assigned said mortgage unto the said Principal, for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden ALBERT J. GOODMAN do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

WITNESS:

Norma R. Ford — Norma R. Ford

Albert J. Goodman (SEAL)

(SEAL)

GLENS FALLS INSURANCE COMPANY

By Albert J. Goodman, Attorney

Bond Approved this 22nd day of October 1959

George F. Cromwell, Clerk

Form 15182

FILED

1959 OCT 22 PM 3:02

7

Albert J. Goodman
156 South St., Annapolis, Md.

Assignee's Sale

Of Valuable, Improved Real Estate Located At Woodland Beach, First Election District, Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in a mortgage from Glen R. Brown dated March 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1295, folio 403, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, said assignee will offer for sale at public auction at the Courthouse door in the City of Annapolis, Maryland, on

Tuesday, Nov. 24, 1959
At 11 O'Clock A.M.

All those lots or parcels of land situate and lying in the First Election District of Anne Arundel County aforesaid and described as follows:

Lots Nos. 5225 and 5226 as described on the plat entitled "Fourth Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 27 (Plat Cabinet 1, Rod Y, Plat No. 13) and also in new Plat Book 8, folio 15.

Together with the right, title, and interest of the mortgagor, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining all of the lots hereinabove described as designated on the aforesaid plat.

Being the same property which was conveyed to the said Glen R. Brown by Everett Walton Chance by deed dated March 6, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1282, folio 599.

This property is improved by a one-story, frame dwelling covered with Brick Tex, consisting of two bedrooms, living room-dining room combination, bath and efficiency kitchen, with electricity, water and space oil heater.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN, Assignee, 156 South St., Annapolis, Md.

ROBERT H. CAMPBELL, Auctioneer

N-19

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 386

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24, 1959

We hereby certify, that the annexed

Assignee's Sale

Glen R. Brown.

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 November, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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1959 NOV 25 AM 9:53

Robert H. Campbell - - - - Auctioneer

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

LIBER 123 PAGE 387

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

LOCATED AT WOODLAND BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Glen R. Brown dated March 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1295, folio 403, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, said assignee will offer for sale at public auction at the Courthouse door in the City of Annapolis, Maryland, on

Tuesday, Nov. 24, 1959

AT 11 O'CLOCK A. M.

All those lots or parcels of land situate and lying in the First Election District of Anne Arundel County aforesaid and described as follows:

Lots Nos. 5225 and 5226 as described on the plat entitled "Fourth Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 27 (Plat Cabinet 1, Rod Y, Plat No. 13) and also in new Plat Book 8, folio 15.

Together with the right, title, and interest of the mortgagor, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining all of the lots hereinabove described as designated on the aforesaid plat.

Being the same property which was conveyed to the said Glen R. Brown by Everett Walton Chance by deed dated March 6, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1282, folio 599.

This property is improved by a one-story frame dwelling covered with Brick Tex, consisting of two bedrooms, living room-dining room combination, bath and efficiency kitchen, with electricity, water and space oil heater.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN, Assignee
156 South Street,
Annapolis, Maryland.

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1959 DEC 21 PM 2:29

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

b

LIBER 123 PAGE 388

IN THE MATTER OF	:	NO. 13,479 EQUITY
THE SALE OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF GLEN R. BROWN	:	ANNE ARUNDEL COUNTY

: : : : : : :

AGREEMENT OF PURCHASER AND CERTIFICATE OF AUCTIONEER

This is to certify that I (~~we~~) have purchased at public auction from Albert J. Goodman, Assignee, the property described in the advertisement attached hereto for the sum of ONE THOUSAND FIVE HUNDRED and no/100- - - - - - - - - - - - - - - - - - DOLLARS ($1,500.00- - -); and I (~~we~~) agree to comply with the terms of sale as set forth therein.

As witness my (~~our~~) hand(~~s~~) and seal(~~s~~) this 15th day of December ~~November~~, 1959.

WITNESS:

Harriet G. Erwin, N.P. as to Everett Walton Chance (SEAL)
Everett Walton Chance

Wilkes-Barre, Luzerne County, Pa.
My Commission Expires
February 22, 1963

as to Dec 15th (SEAL)

This is to certify that I have this day sold at public auction for Albert J. Goodman, Assignee, the property described in the advertisement attached hereto to EVERETT WALTON CHANCE at and for the sum of ONE THOUSAND FIVE HUNDRED and no/100- - - - - - DOLLARS ($ 1,500.00- - - -), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

As witness my hand and seal this 24 day of November, 1959.

WITNESS:

Albert J. Goodman Robert H. Campbell (SEAL)
Albert J. Goodman Robert H. Campbell, Auctioneer

1959 DEC 21 PM 2:23

LIBER 123 PAGE 389

IN THE MATTER OF	:	NO. 13,479 EQUITY
THE SALE OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF GLEN R. BROWN	:	ANNE ARUNDEL COUNTY

: : : : : : :

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, assignee of the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse door in the City of Annapolis, Maryland, on Tuesday, November 24, 1959, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

> All those lots or parcels of land situate and lying in the First Election District of Anne Arundel County aforesaid and described as follows:
>
> Lots Nos. 5225 and 5226 as described on the plat entitled "Fourth Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1959 DEC 21 PM 2:20

11

County in Plat Book F. S. R. No. 3, folio 27 (Plat Cabinet 1, Rod Y, Plat No. 13) and also in new Plat Book 8, folio 15.

Together with the right, title and interest of the mortgagor, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining all of the lots hereinabove described as designated on the aforesaid plat.

Being the same property which was conveyed to the said Glen R. Brown by Everett Walton Chance by deed dated March 6, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1282, folio 599.

Said property being sold to Everett Walton Chance at and for the sum of One Thousand Five Hundred----------DOLLARS ($1,500.00----), he being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale.

The agreement of the purchaser, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Albert J. Goodman, Assignee
156 South Street
Annapolis, Maryland
Colonial 3-2400

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Norma R. Ford

Norma R. Ford, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

13

ORDER NISI

LIBER 123 PAGE 392

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
~~VERSUS~~
GLEN R. BROWN

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,479 Equity

Ordered, this 21st day of December, 1959, That the sale of the Property in these proceedings mentioned made and reported by Albert J. Goodman, Assignee

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.

The report states that the amount of sale was $ 1,500.00

filed 1959 Dec. 21 PM 2:28

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
~~VERSUS~~
GLEN R. BROWN

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

ORDERED BY THE COURT, This 10th day of March, 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.

Matthew S. Evans
JUDGE.

FILED
1960 MAR 10 PM 3:40

14

LIBER 123 PAGE 393

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,479 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
GLEN R. BROWN

Ordered, this 21st day of December, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Albert J. Goodman, Assignee, 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.

The report states that the amount of sale was $1,500.

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

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,479
Sale

Glen R. Brown

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of February, 1960. The first insertion being made the 29th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12847 1960 FEB -3 AM 10:33 By H. Tilghman

15

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 10th day of March, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Mary T. Board, agent for Everett Walton Chance, mortgagee

~~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.)
Glen R. Brown, is a resident of Anne Arundel County, Maryland; is employed as a civilian mechanic in private industry; is beyond the normal age for military service;

and is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 10th day of March, 19 60.

Notarial Seal

Norma R. Fod
Notary Public.

My Commission will expire on: May 1, 1961

Filed,

FILED
1960 MAR 10 AM 11:21

16

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs.

Glen R. Brown

In the

Circuit Court

For

Anne Arundel County

No. 13,479 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

March 16, 1960

Laura R. Jackling
Auditor.

FILED

1960 MAR 17 PM 1:09

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Glen R. Brown

			in ac.	
To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	77	05	127	05
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	71	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	04		
Glens Falls Ins. Co. - bond premium	12	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps	1	65		
Norma R. Ford - notary fees	1	00	172	28
To Everett W. Chance, mortgagee - this balance on account mortgage claim	1,170	01	1,170	01
			1,520	84
Amount of mortgage claim filed	2,417	23		
Interest on principal balance of $2,385.42 from 10/29/59 to 11/24/59 - 26 days	10	34		
	2,427	57		
Cr. Amount allowed above	1,170	01		
Balance subject to decree in personam	1,257	56		

18

with Albert J. Goodman, Assignee Cr.

1959						
Nov.	24	Proceeds of Sale	1,500	00		
		Interest on deferred payment of $1,350.00 - 70 days	15	75	1,515	75
		Refund 1969 State and County taxes ($50.18) - 37 days	5	09	5	09
					1,520	84

LIBER 123 PAGE 398

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate

~~VERSUS~~

of

Glen R. Brown

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,479 Equity.

1960 MAR 18 AM 10:55

FILED

ORDERED, This 18th day of March, 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 25th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of April next.

George T. Clarke C.P.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of April, 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 APR 26 PM 3:25

D. Bowie Duckett

20

LIBER 123 PAGE 399

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. 13,479 Equity
In the Matter of the Sale of the Mortgaged Real Estate of
GLEN R. BROWN

Ordered, this 18th day of March, 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 25th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of April next.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
A-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 7, 1960

We hereby certify, that the annexed

Order Nisi - Eq. 13,479
Auditor Account

Glen R. Brown

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of April, 1960. The first insertion being made the 24th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 141 APR 12 PM 2:50

21

LIBER 123 PAGE 400

MARY ELIZABETH OLSON Deale, Maryland PLAINTIFF vs. JAMES DONALD MANIFOLD Tracy's Bridge Deale, Maryland and THE FARMERS AND MERCHANTS BANK, Upper Marlboro, Maryland DEFENDANTS		NO. 12,165 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND

- - - - - - - - - -

PETITION TO PARTITION REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary Elizabeth Olson, by her Solicitors, Childs and Bald, respectfully represents:

1. That before her present marriage, she was Mary Elizabeth Manifold, wife of the Defendant, James Donald Manifold, and was divorced a vinculo matrimonii from the said Defendant on the 26th day of May, 1955, as will more fully appear by reference to the proceedings contained in No. 4869 Divorces, Circuit Court for Anne Arundel County. A true copy of the said Decree is attached hereto and marked, "Plaintiff's Exhibit I".

2. That the Defendant, James Donald Manifold, is an incompetent and in the custody of the Veterans Administration Hospital at Perry Point, Maryland, but at the present time has been released from said institution for a trial period and is living in the former home of your Petitioner and the said Defendant at Deale, Maryland.

3. That your Petitioner and the Defendant, James Donald Manifold, were owners as tenants by the entirety of two lots or parcels of ground located in the Seventh Election District of Anne Arundel County, Maryland, and containing 0.70 acre of land and 1.08 acre of land, more or less, respectively, situated on the waters of Tracy's Creek. The deed

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1959 APR 13 PM 3:02

to said real estate, dated the 8th day of November, 1947, from Susan Tillson, single, to James Donald Manifold and Mary Elizabeth Manifold, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 442, Folio 380, is attached hereto and marked, "Plaintiff's Exhibit II".

4. The Defendant, The Farmers and Merchants Bank, holds a first mortgage on said property and the present balance is $645.00. Said mortgage is in default and no payment has been made under the terms thereof since October, 1958. Taxes on the real estate for the years 1958 and 1959 are due and unpaid.

5. The Plaintiff, by virtue of the aforemention Decree, was awarded custody of the children of the parties to the divorce proceeding and two of the children, namely, James Donald Manifold, Jr. and Edna Rose Manifold, are still minors and this Plaintiff is required to furnish the entire support of said children since the Defendant is incapable of carrying on any gainful employment and is, therefore, unable to contribute to their support.

6. That recently the Plaintiff has had a bona fide offer of $16,500.00 for the aforementioned real estate, which offer she is anxious to accept, but owing to the Defendant James Donald Manifold's mental condition, he was unable and unwilling to accept the offer, and even if he had been willing so to accept, his incompetency would have prevented your Petitioner from tendering to the purchaser a marketable title for the real estate aforesaid.

7. That in view of the mortgage delinquency and the unpaid taxes on the property and your Petitioner's inability to maintain the property, your Petitioner is afraid that the said real estate will either be sold through mortgage foreclosure or tax sale at a price greatly below the true value of the property and that she and the Defendant, James Donald Manifold, and their minor children will, therefore, lose the benefits of the proceeds of a voluntary sale unless this Honorable Court assumes jurisdiction in the matter.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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TO THE END, THEREFORE,

(a) That your Honors may pass an Order in these presents appointing a legal guardian for James Donald Manifold, and directing that the said guardian may appear and file his answer on behalf of the said Defendant.

(b) That your Petitioner, being a tenant in common with the Defendant, James Donald Manifold, may be afforded partition of the land aforementioned pursuant to the provisions of Article 16, Section 154, of the Annotated Code of Maryland, 1957 Edition, or, if it should appear that the said lands cannot be divided without loss or injury to the interest of the parties hereto, that this Court may decree a sale thereof and a division of the money arising from such sale among the parties hereto and according to their respective rights.

(c) And for such other and further relief as your Petitioner's cause may require.

Respectfully submitted,

Mary Elizabeth Olson
Mary Elizabeth Olson

CHILDS AND BALD

By Eugene M. Childs
Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 3-2181

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARY ELIZABETH OLSON, and made oath in due form of law that the matters and facts set forth in the foregoing Petition to Partition Real Estate are true.

WITNESS my hand and Notarial Seal.

Virginia Russell
Virginia Russell Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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LIBER 123 PAGE 403

MARY ELIZABETH OLSON

Plaintiff

vs.

JAMES DONALD MANIFOLD

and

THE FARMERS AND MERCHANTS BANK, Upper Marlboro

Defendants

NO. 13,165 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

- - - - - - - - - -

ANSWER OF THE FARMERS AND MERCHANTS BANK OF UPPER MARLBORO

Now comes The Farmers and Merchants Bank of Upper Marlboro, and in answer to the Petition filed in these presents states:

1. It admits the Plaintiff was formerly the wife of James Donald Manifold, but has no knowledge of the rest of the allegations contained in the first paragraph.

2. That it has no knowledge of the allegations contained in second paragraph.

3. That it admits the allegations contained in third paragraph of the Petition.

4. It admits that it holds a first mortgage on the property which is the subject of the Petition and is advised that the taxes for the years 1958 and 1959 are due and unpaid.

5. That it has no knowledge of the balance of the allegations contained in the Petition.

AND in further ansering said Petition, this Defendant states that it has no interest in these proceedings other than the assertion of the lien of its mortgage against subject property and submits itself to the protection of this Honorable Court.

Respectfully submitted,

THE FARMERS AND MERCHANTS BANK OF UPPER MARLBORO

By [signature]
Executive Vice Pres.

FILED
1959 MAY 11 PM 1:35
[signature] Cashier

4

THIS IS TO CERTIFY that a copy of the foregoing Answer of The Farmers and Merchants Bank of Upper Marlboro was mailed, postage prepaid, this day of May, 1959, to Childs and Bald, Attorneys, 192 Duke of Gloucester Street, Annapolis, Maryland, Attorneys for Plaintiff.

THE FARMERS AND MERCHANTS BANK
OF UPPER MARLBORO

By W. J. T. Bowie
Executive Vice President

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MARY ELIZABETH OLSON
Deale, Maryland
PLAINTIFF

Vs.

JAMES DONALD MANIFOLD
Tracy's Bridge
Deale, Maryland

and

THE FARMERS AND MERCHANTS
BANK
Upper Marlboro, Maryland
DEFENDANTS

NO. 13,165 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mary Elizabeth Olson, Plaintiff, by Childs and Bald, her solicitors, respectfully represents unto your Honors:

1. That the Defendant, James Donald Manifold, has been duly summoned; however he has no legally appointed guardian and, being an incompetent, can neither admit nor deny the allegations contained in the Bill of Complaint.

Wherefore, your Petitioner prays your Honors:

1. To appoint a guardian ad litem for the said incompetent and suggests further that Johns H. Hopkins, IV, Esq., who has no personal interest in these proceedings, be appointed counsel to guardian ad litem.

2. That said counsel may be directed to file his answer on behalf of said guardian ad litem as in such cases made and provided by law.

Respectfully submitted,

CHILDS AND BALD
Attorneys for Plaintiff
192 Duke of Gloucester Street
Annapolis, Maryland
Telephone: Co. 3-2181

BY: Eugene M. Childs
Eugene M. Childs

FILED

1959 MAY 25 PM 10:02

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

6

MARY ELIZABETH OLSON
Deale, Maryland
PLAINTIFF

Vs.

JAMES DONALD MANIFOLD
Tracy's Bridge
Deale, Maryland

and

THE FARMERS AND MERCHANTS
BANK
Upper Marlboro, Maryland
DEFENDANTS

NO. 13,165 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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

ORDER OF COURT

ORDERED, on the aforegoing petition, by the Circuit Court for Anne Arundel County, in Equity, this 25th day of May, 1959, that Ernest F. Lorentzen be and he is, hereby, appointed guardian ad litem for the Defendant, James Donald Manifold, and is directed to file an answer in these proceedings, for said incompetent, and it is further ADJUDGED, ORDERED and DECREED that Johns H. Hopkins, IV, Esq., be and he is, hereby, appointed counsel for said guardian for the purpose of representing said incompetent and his guardian in these proceedings.

Matthew L. Poole
Judge

FILED
1959 MAY 26 PM 3:23

7

LIBER 123 PAGE 407

MARY ELIZABETH OLSON Deale, Maryland Plaintiff vs. JAMES DONALD MANIFOLD Tracy's Bridge Deale, Maryland and THE FARMERS AND MERCHANTS BANK Upper Marlboro, Maryland Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,165, EQUITY

* *

ANSWER

The Answer of James Donald Manifold, non-sane Defendant, by Ernest Florestano, guardian ad litem, duly appointed by Order of this Court, dated May 26, 1959, to the Bill of Complaint of Mary Elizabeth Olson, against him in this Court exhibited.

This Defendant, being non-sane, cannot admit any of the matter and things in the said Bill alleged, and submits his rights thereunder to the protection of this Court.

AND AS IN DUTY BOUND, ETC.

Ernest Florestano
Ernest Florestano, Guardian ad litem for Defendant, James Donald Manifold.

John H. Hopkins, IV
John H. Hopkins, IV
Solicitor for Guardian ad litem

I HEREBY CERTIFY, that I have this 1st day of June, 1959, mailed a copy of the foregoing Answer to Eugene M. Childs, Esquire, 192 Duke of Gloucester Street, Annapolis, Maryland.

John H. Hopkins, IV
John H. Hopkins, IV
Solicitor for Guardian ad litem

FILED
1959 JUN -1 PM 3:58

Refiled Nunc Pro Tunc
1959 Nov. 24 PM 3:25

8

LIBER 123 PAGE 408

MARY ELIZABETH OLSON,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
JAMES DONALD MANIFOLD, and THE FARMERS AND MERCHANTS BANK	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 13,165 EQUITY

::::::::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

July 7, 1959

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiff

Mr. John H. Hopkins, IV, Solicitor for Guardian ad litem

Mr. Emanuel Klawans, Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Mary E. Olson, pages 2 - 6

Fred E. Voges, pages 7 - 10

Maurice Ogle, pages 11 - 12

FILED

1959 JUL -8 PM 12:36

Refiled Nunc Pro tunc
1959 Nov. 24 PM 3:25

9

Mary Elizabeth Olson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address, please?

A. Mary Olson, Deale, Maryland.

2. Mrs. Olson, who is James Donald Manifold?

A. He was my first husband.

3. How was that marriage terminated? Are you presently married to him?

A. No, divorced.

4. I show you a copy of a decree and ask you if this is your decree?

A. Yes, that is it.

No 4869 Divorces including

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

5. Now Mrs. Olson, during the time that you and Mr. Manifold were man and wife, did you own property together?

A. Yes.

6. I show you a deed marked plaintiff's exhibit No. 2 and ask you if that is the deed for the property which you and he owned together?

A. Yes, that is the deed.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

7. Now Mrs. Olson, where is Mr. Manifold at the present time?

A. At Perry Point.

8. In the Veteran's Hospital at Perry Point?

A. Yes.

9. Do you know as to whether or not there is a mortgage against the property?

A. Yes, it is.

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10. It is alleged in your bill of complaint the present balance is $645.00, is that right?

A. Yes.

11. Has there been any payment so far as you know against that debt?

A I haven't paid anything and I haven't been there since last year to pay anything. I was over there in the Spring and told him that I couldn't pay any, that Mr. Manifold was home and I thought he should take over.

12. You told who?

A. Mr. Brooks.

13. Mr..Brooks is who..?

A. The manager of the bank.

14. Now what are the conditions of the real estate taxes in so far as this property is concerned?

A. The taxes?

15. Yes.

A. Well Mr. Brooks took one and he said he was going to pay that. Now whether he did I don't know. That is ninety some dollars and then I still have last years tax I haven't paid.

16. Haven't paid?

A. No, sir.

17. Who has custody of James Donald Manifold, Jr. and Edna Rose Manifold?

A. I do.

18. And have you received any support from Mr. Manifold for them?

A. No, sir. It was stopped in January. I received it while he was in the hospital and when he came out I got a letter

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from them saying that he was out and that it was cut off. I haven't asked him for any money.

(Mr. Klawans)

1. How old are your children?

A She is seven and he is ten.

(Mr. Childs)

19. Mrs. Olson, is it your opinion that this property can be divided equally between you and Mr. Manifold without loss to either one of you?

A. Well I hope we don't lose anything but I don't see it can be divided equally.

20. Why do you say that?

A. Because there is a house on one and nothing on the other.

21. Is it your request that the Court partition the property?

A. I want something done.

22. By sale?

A. I want something. I don't care how you get it, I want something done. I want this burden off of me.

23. The bill states that Mr. Manifold is presently at home. Would you explain that please?

A. He is home?

24. Yes, in other words when the bill was filed he was home, is that correct?

A. Oh yes, he was home when that was filed but he was taken back since.

25. And he is now at Perry Point?

A. As far as I know. That's all I can say.

(Mr. Hopkins)

1. Mrs. Olson, is this property occupied?

A. No, no one is there.

2. Is there any furniture or anything in the house?

A. Yes, there is.

3. Who does that belong to?

A. Well it belongs to him and I, I guess.

4. What type of furniture? Is it completely furnished?

A. Not exactly completely furnished.

5. What does the property consist of? How many acres of land and what kind of a house?

A. It is a ~~very~~ fairly good condition house, I would think.

6. Is it a two story house?

A. Well it is a story and a half, I would call it. The upstairs is not really a room, but it is a half room. These gentlemen can tell you.

7. How many rooms in the house?

A. Four rooms down, a little porch on the back, we built, and the upstairs can be two bedrooms for children.

8. What modern improvements does it have? Does it have water and electric?

A. Yes.

9. Does the water come from a well?

A. Artesian well.

10. How old is the house?

A. I think it was built in '48 or '49, I believe. I am not sure, something like that.

11. Did you and your husband build it?

A. Yes, we did.

12. Or had it built?

A. Yes, we had it built.

13. Do you know approximately what it cost to have it built?

A. No, I don't. I don't have any idea what it was at that time.

14. How much land is this on?

A. I think it is 7/10 of an acre where the house is. It

is not quite an acre where the house is I know, and it is 1.1 acre where the point is at.

15. Is that all good dry land, high land?

A. At the house yes, it is high land, but the point is on a creek, both sides.

16. How much waterfront do you have, do you know?

A. It is close to two hundred feet there at the house.

17. How about the other piece?

A. Well I wouldn't know because it is a rounding point.

18. Do you have any idea as to the value of the whole property?

A. No, I don't.

19. You are not receiving any support from Mr. Manifold from the Veteran's Administration at this time for the children?

A. No, sir, not right now.

20. From the time of the divorce up until a fairly recent time you were receiving money from the Veteran's Administration, is that correct?

A. Yes.

Childs - Mr. Hopkins, will you admit the qualifications of Mr. Voges and Mr. Ogle as real estate appraisers?

Hopkins - Yes.

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 Mary Olson.....

Signature.....

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

(Mr. Childs)

1. Mr. Voges, would you state your name and address, please?

A. Fred E. Voges, 3 Church Circle, Annapolis, Maryland.

2. What is your occupation, sir?

A. I am a realtor.

3. Mr. Voges, at my request, did you have occasion to visit the property which is the subject of this suit and make an appraisal of it?

A. I visited the property and made an appraisal of it on June the 11th, 1959.

4. Would you describe the property and what you saw, please?

A. The number one parcel which I have designated as "A", is a lot and improvements on Tracy's Creek. There was no plat available and we were given to understand that the lot contained approximately 70/100ths of an acre and it fronts on Tracy's Creek. The rear of the lot fronted on the County Road. The improvements consist of a house, about ten years old, four rooms down and two rooms upstairs, a story and a half with basement. The basement has a dirt floor. The two second story rooms are unfinished. The house has running water, kerosene floor furnace, electric hot water heater, and of course, electricity. There are two outbuildings on the property. One of which is a frame chicken house, measuring approximately 24' x 28', and a metal storage shed, back of the house, 6'x12'. The number two parcel, which we have designated as "B", contains 1.1 acres. This is a peninsula, long slender point of land, extending into the water between Rock Hole and Tracy's Creek. It is

reached from the County Road by a 16' right of way. This parcel is very much lower lying than the other piece and it looked as though about 25% of it would be subject to flooding at high tides. Both pieces are zoned for light commercial.

5. Mr. Voges, is it your opinion that this property can be divided in kind between the parties to this suit without damage to either of them?

A. The properties are of different values, one being improved and one being unimproved waterfront and I do not believe they can be divided without injury to one party or the other.

6. Have you stated your opinion as to the relative values?

A. No. The number one parcel with the house, I have appraised at this time, $3,000.00 on the land; $6,000.00 on the main dwelling; and $200.00 on the two outbuildings, making a total of $9,200.00. The unimproved parcel of land lying between the two creeks, I have placed a present day value of $7,000.00.

7. $16,200.00 on both tracts?

A. Right.

(Mr. Klawans)

1. That would be the value of the combined property as a whole?

A. Yes, as of this time.

(Mr. Hopkins)

1. Mr. Voges, what did, how did you arrive at this evaluation? Suppose we take lot "A" and the land, $3,000.00 for the land.

A. The lot "A", at this time, it was my opinion that the highest, best use was for residential purposes. We made

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a survey of the zoning map and made inquiries in the neighborhood, and it was our conclusion that there was sufficient commercial property zoned for that purpose at this time. The other piece of property, it is a very excellent potential site for boat storage and repair yard. In order to be used for that purpose it would have to be rezoned, bulkheaded, filled and probably considerable dredging in order to make it useful for that purpose.

2. You still came up with a $7,000.00 evaluation?

A. Yes, considering the money that would have to be spent to put it in condition. I think it would have to be completely bulkheaded and at least twenty five or thirty percent of it would have to be filled. We couldn't walk over that it was so marshy, and the creek on one side is rather shallow and it would have to be dredged in order to make it good for boat landings.

3. Have there been any sales in that immediate vicinity in recent times?

A. I didn't find any exactly comparable to it in the very recent time, no.

4. Then how did you arrive at your figures? What did you base those on?

A. Well I based it on my general knowledge of sales and conditions in that area over the last fifteen or twenty years. I have been appraising in that area for the Building and Loan for the last twenty years, and I think my judgment is sufficient to arrive at a figure in a case like this, after that much experience. It is very difficult down there to find something exactly comparable

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in that exact immediate neighborhood.

QUESTION BY THE EXAMINER:

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

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

Answer.....no.....

Signature.....Fred E. Vogus.....

Maurice C. Ogle, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Would you state your name and address, please?

A. Maurice Ogle. My address is Peninsula Farms, Arnold, Maryland.

Childs - Mr. Hopkins, I understand you are agreeable to admitting Mr. Ogle's qualifications?

Hopkins - Yes.

2. Mr. Ogle, having heard Mr. Voges testify, have you anything in addition to what he has said here already, to add to the testimony or do you differ or agree?

A. No, our testimony is substantially the same.

3. What in your opinion then is the value of these two properties?

A. Do you want them separately or the total value?

4. The total value.

A. $16,200.00. $9,200.00 being allowed to what Mr. Voges described as parcel "A", and $7,000.00 being allowed to what Mr. Voges described as parcel "B".

5. Is it your opinion that the property is capable of division in kind between the parties hereto without damage or loss to either of them?

A. No, I don't think there is anyway it could possibly be divided.

6. What is your reason for that?

A. Well number one, the parcel "A" is now improved by a dwelling and while the zoning is for light commercial use, the property won't be used for its highest and best use until the land value is sufficient to justify removal of the dwelling and a commercial structure put there,

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and certainly in the forseeable future with the amount of commercial zoning in the Deale area, that isn't the feasible thing to do. There is no way to divide the lot with the house on it, and then parcel "B", being the peninsula of land between Tracy's and Rock Hole Creek, I don't know how you would divide the waterfront so that each one would have substantially the same amount of waterfront, or the same type of waterfront.

7. Then is it your opinion that parcel "A", the highest and best use is now the use to which it is put?

A. Yes, that is correct.

(Mr. Hopkins)

1. When did you make your appraisal, Mr. Ogle? Was it with Mr. Voges?

A. Yes, June the 11th, 1959.

2. Have you had much experience in that area in appraising or selling?

A. Well I have appraised down there for oil companies and for individuals and I have sold properties down there. As a matter of fact, to some of the Manifolds through Mr. Leonard Mason. The house was very much like this. The lot was an inland lot but in my opinion a much nicer lot than this subject property, the same type of house, identically. There was variation in room sizes.

(Mr. and Mrs. Nutwell and Mr. and Mrs. Herbert Dowell were present. Mrs. Nutwell and Mrs. Herbert Dowell are sisters of James Donald Manifold)

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QUESTION BY THE EXAMINER: LIBER 123 PAGE 421

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...Maurice C. Gyle.....

23

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 8th day of July, 1959.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00 Pd E/C.
S.M. $12.00 Pd S.M.

24

LIBER 123 PAGE 422

MARY ELIZABETH MANIFOLD,
Deale, Maryland,

Complainant,

v.

JAMES DONALD MANIFOLD, an Incompetent,
Veterans Administration Hospital,
Perry Point, Maryland,

Respondent.

No. 13,165 Equity

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 4869 DIVORCES

DECREE

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

It is thereupon this 26th day of May, 1955, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED:

1. That the Complainant, Mary Elizabeth Manifold, be and she is hereby divorced "a vinculo matrimonii" from the respondent, James Donald Manifold.

2. That the Complainant be, and she is hereby, awarded the custody and guardianship of the three dependent infant children of the parties, namely, Iva Virginia Manifold, born October 26, 1938; James Donald Manifold, Jr., born April 23, 1949; and Edna Rose Manifold, born March 12, 1922.

3. That the Complainant be, and she is hereby, granted maintenance and support for the said three dependent minor children out of any funds which may come into the hands of the Respondent, subject to further order of this Court; and

4. That the said Complainant shall pay the costs of these proceedings, including a fee of Thirty-five Dollars to John H. Hopkins, IV, Solicitor for the guardian ad litem of James Donald Manifold, the Respondent.

TRUE COPY.

TEST: John H. Hopkins, 3rd Clerk

25

FILED
1959 APR 13 PM 3:02

Judge.

Filed 1957 Jul 8

Examined by Ad. 1
E Clausen Examiner

"PLAINTIFF'S EXHIBIT I"

LIBER 123 PAGE 423
LIBER 442 PAGE 380

No. 13,165 County
No stamp required

THIS DEED, made this 8th day of November, 1947, by and between Susan Tillson, single, of the first part, hereinafter referred to as "GRANTOR;" and James Donald Manifold and Mary E. Manifold, his wife, of the second part, hereinafter referred to as "GRANTEES," all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTOR does hereby grant and convey unto the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her heirs and assigns, in fee simple,

All those two lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and more particularly described as follows:

FIRST: Beginning for the same at an iron pipe set on the Southerly side of the County Road leading from Tracy's Bridge to Rockhold Creek Bridge, said pipe being also on the Southerly side of a 20 foot wide road; thence with the Southerly side of the County Road, South 84° 26' West, 34.69 feet to an iron pipe set on the tide waters of Tracy's Creek; thence with said tide waters, South 5° 58' West, 166.51 feet to the Northwest corner of Lot No. 2 being acquired by George and Martha Nutwell and Leonard Manifold; thence leaving said Creek and running with the divisional line of Lot No. 2, South 63° 14' East, 170.70 feet to a pipe set on the Westerly side of another 20 foot wide road; thence with said side of said road, North 17° 16' East, 153.74 feet to an iron pipe set at the corner formed by the intersection of the said Westerly side of said last mentioned road with the Southerly side of the first mentioned 20 foot wide road; thence with the Southerly side of the first mentioned 20 foot wide road, North 55° 53' West, 176.60 feet to the place of beginning. Containing 0.70 acre of land, more or less, and being Lot No. 1 of the Partition of the Manifold Property.

13,165 Eq Manifold & H. Examiner's Exh. 2 E. Clawans examiner.

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1959 Jul 8
26

SECOND: Beginning for the same at an iron pipe set on the tide water of Rockhold Creek at the Southeast corner of Lot No. 5 and the Northeast corner of the lot hereby being conveyed and run-from thence and with the divisional line between Lots Nos. 4 and 5, and Lots Nos. 4 and 3, North 58° 41' West, 181.89 feet to an iron pipe set on the tide waters of Tracy's Creek; thence with the tide waters of Tracy's Creek the five following courses and distances; South 21° 40' West, 73.70 feet; South 0° 31' East, 162.65 feet; South 19° 49' West, 205.01 feet; South 2° 28' East, 65.88 feet and South 89° 56' 40" East, 20.56 feet to the tide waters of Rockhold Creek; thence with the tide waters of said Creek the two following courses and distances: North 33° 08' East, 96.85 feet and North 29° 03' East, 359.40 feet to the place of beginning. Containing 1.10 acres of land, more or less, and being Lot No. 4 of the Partition of the Manifold Property.

BEING part of the property conveyed to Susan Tillson by Leonard A. Manifold, et al, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging, or in anywise appertaining; and especially the use in common with others of the following right-of-ways:

BEGINNING for the same at an iron pipe set at the Southerly side of the County Road leading from Tracy Bridge to the Rockhold Bridge, said point being on the boundary line between the Marshall and the Manifold properties; thence leaving said County Road and running with part of said boundary line, South 55° 53' East, 354.41 feet to an iron pipe; thence leaving said boundary line and running South 22° 15' West, 12.26 feet to the Northeast corner of a 1.25 acre tract of land being acquired by William H. Manifold and Lena

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Manifold; thence running with the Northerly line of said property, North 55° 53' West, 187.97 feet to an iron pipe; thence with the Westerly side of said property, South 17° 16' West, 364.38 feet to an iron pipe in the divisional line of a 0.55 acre tract of land being acquired by Herbert and Charlotte Dowell; thence with said divisional line, North 57° 56' West, 4.0 feet to the Northwest corner of said property; thence with the Westerly side of said property, South 21° 15' West, 123.0 feet to the Northwest corner of a 0.49 acre tract of land being acquired by George and Martha Nutwell and Leonard Manifold; thence with the Westerly side of said property South 22° 42' West, 249.5 feet to a point in the divisional line of a 1.10 acre tract of land being acquired by James Donald and Mary Manifold; thence with the Northerly side of said property, North 58° 41' West, 16.18 feet to the Southeast corner of a 1.07 acre tract of land being acquired by George and Martha Nutwell and Leonard Manifold; thence with the Easterly lines of said property, North 22° 42' East, 246.88 feet and North 21° 15' East, 125.86 feet to the Southeast corner of a 0.61 acre tract of land being acquired by George and Martha Nutwell and Leonard Manifold; thence with the Easterly side of said property and continuing on with the Easterly side of a 0.70 acre tract of land being acquired by James Donald and Mary Manifold, North 17° 16' East, 355.74 feet to an iron pipe on the Northeast corner of said last mentioned property; thence with the Northerly side of said property North 55° 53' West, 176.60 feet to the said Southerly side of the above mentioned County Road; thence with the County Road, North 84° 26' East, 29.11 feet to the place of beginning. Being and comprising the beds of a 20 foot road, a 12 foot road, and a 16 foot road as shown on the Plat of the Partition of the Manifold Property prepared by T. T. Pantaleo, Registered Land Surveyor in October, 1947.

AND the said GRANTOR hereby covenants that she will WARRANT SPECIALLY the title to the property hereby conveyed, and will execute such other and further assurances of the same as may be requisite.

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LIBER 123 PAGE 426

LIBER 442 PAGE 383

WITNESS the hand and seal of the said GRANTOR,

TEST:

William W. Townshend, Jr. — Susan Tillson (SEAL)

William W. Townshend, Jr. — Susan Tillson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of November, 1947, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Susan Tillson, single, and she acknowledged the aforegoing deed to be her act.

WITNESS my hand and Notarial Seal.

William W. Townshend, Jr., Notary Public

Recorded November 12th, 1947 at 10 A.M.

29

MARY ELIZABETH OLSON	:	NO. 13, 165 EQUITY
PLAINTIFF	:	
VS.	:	IN THE CIRCUIT COURT
JAMES DONALD MANIFOLD	:	
and	:	FOR
THE FARMERS AND MERCHANTS BANK	:	
DEFENDANTS	:	ANNE ARUNDEL COUNTY

- - - - - - -

PETITION TO REFILE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary Elizabeth Olson by Childs and Bald, her solicitors, respectfully represents:

1. That by reference to the within proceedings, it will be seen that the defendant, James Donald Manifold, has been re-served with the Bill of Complaint in these presents and a copy of said Bill of Complaint was at the same time left with the person in whose charge he was found.

2. That the time for answering the summons has elapsed.

WHEREFORE, your petitioner prays this Honorable Court to pass an Order in these presents directing that the appointment of guardian ad litem be reaffirmed and that the answer of the guardian ad litem, together with the testimony and subsequent proceedings be refiled in this cause and taken nunc pro tunc.

Respectfully submitted.

CHILDS AND BALD

By: Eugene M. Childs
Eugene M. Childs
Attorneys for Plaintiff
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1959 NOV 20 PM 3:27

30

LIBER 123 PAGE 428

MARY ELIZABETH OLSON	:	NO. 13, 165 EQUITY
PLAINTIFF	:	IN THE CIRCUIT COURT
vs.	:	
JAMES DONALD MANIFOLD	:	FOR
and	:	
THE FARMERS AND MERCHANTS BANK	:	ANNE ARUNDEL COUNTY
DEFENDANTS		

- - - - - -

ORDER

ORDERED this 23rd day of November, 1959, by the Circuit Court for Anne Arundel County, in equity, on the aforegoing Petition, that the Order appointing Ernest Floristano as guardian ad litem for the said defendant, James Donald Manifold, be and it is hereby reaffirmed and the Clerk is hereby directed to refile the answer of the said guardian ad litem and the testimony heretofore taken and all subsequent proceedings nunc pro tunc.

Matthew S. Crane
Judge

FILED
1959 NOV 23 PM 3:59

31

MARY ELIZABETH OLSON,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
JAMES DONALD MANIFOLD, et al	:	ANNE ARUNDEL COUNTY
Defendants	;	NO. 13,165 EQUITY

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

February 10, 1960

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiff

Mr. John H. Hopkins, IV, Solicitor for Guardian ad litem

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Mary E. Olson, pages 2 - 3

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1960 FEB 17 PM 1:09

32

Mary Olson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address, please?

A. Mary Olson, Deale, Maryland.

2. You are the plaintiff in this case, is that correct?

A. Right.

3. Mrs. Olson, in your previous testimony filed in the case you stated that in your opinion you considered this property, which is the subject of this suit, could not be divided equally between yourself and Mr. Manifold without loss or damage to either one of you. Since that time have you had a change of mind with respect to division of the property?

A. Yes, I will take the point. Is that what you mean?

4. You are willing to take the unimproved portion, the point, if Mr. Manifold takes lot number 1 with the house is that correct?

A. Right.

5. And you are aware, are you not, that the unimproved portion is appraised at $7,000.00, whereas, lot number 1 with the house is appraised at $9,200.00?

A. Yes.

6. If the Court should be willing to make that division have you any conditions that you want attached to this division?

A. I will take it if the rest of the works goes right to him. He is getting more than I am and let him bear the expenses on the other property. I am getting the lesser end of the bargain.

7. As I understand it, and correct me if I am wrong, that if the costs of the case and the mortgage which is on

the two pieces of property are assumed by your husband you are willing to take the less expensive?

A. Yes, if he takes over the rest I will take the less expensive piece.

(Mr. Hopkins waives cross examination)

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.....Mary Olson.....

35

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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 17th day of February, 1960.

John G. Rouse, Jr., Examiner (SEAL)

John G. Rouse, Jr., Examiner

J.R. $10.00

S.M. $3.00 Pd

36

MARY ELIZABETH OLSON Plaintiff	:	NO. 13,165 EQUITY
vs.	:	IN THE CIRCUIT COURT
JAMES DONALD MANIFOLD and THE FARMERS AND MERCHANTS BANK Defendants	:	FOR ANNE ARUNDEL COUNTY

- - - - - - -

DECREE

This cause standing ready for hearing and being submitted and the plaintiff having indicated that she is agreeable to partition of the lands formerly owned by her and the defendant, James Donald Manifold, as tenants by the entirety, and it further appearing to the satisfaction of the Court that the best interests of the defendant will be served by the passage of the following decree,

It is thereupon, this 7th day of March in the year 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the property heretofore mentioned in these proceedings shall be partitioned as follows:

1. The plaintiff, Mary Elizabeth Olson, having so elected, shall hold in fee simple, in severalty, all that lot or parcel of land containing 1.08 acre of land, more or less, and described as: Lot No. 4 of the partition of the Manifold Property as more particularly described in Examiner's Exhibit No. 2 filed herein, together with the use in common of the right-of-way in said exhibit described. Said tract shall be discharged from the operation and effect of the mortgage to the Farmers and Merchants Bank, said mortgage dated August 24, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 535, folio 375.

2. And it is further ADJUDGED, ORDERED and DECREED that the defendant, James Donald Manifold, shall hold in severalty, in fee simple, the 0.70 acre tract of land, together with its improvements, which is described as: Lot No. 1 of the Partition of the Manifold Property as more

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1960 MAR -8 AM 10:18

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particularly described in Examiners's Exhibit No. 2 filed herein. Said tract shall be subject to the operation and effect of the mortgage held by the Farmers and Merchants Bank hereinbefore mentioned.

And it is further ORDERED that the costs of the aforesaid partition and the other costs of this suit shall be paid by the defendant, James Donald Manifold.

Matthew J. Evans
JUDGE

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LIBER 123 PAGE 435

Edward J. Brannan,	*	In The Circuit Court
Attorney Named in Mortgage	*	for
		Anne Arundel County
vs.	*	
		(In Equity)
William W. Hopper and	*	No. 13,547
Helen M. Hopper, his wife		

* * * * * * * * * *

Mr. Clerk:

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

1 - Original Mortgage from William W. Hopper and Helen M. Hopper, his wife, to the Leeds Federal Savings and Loan Association, dated July 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1051, folio 59 etc..

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage

FILED

1959 DEC -5 AM 10:04

City-County Form.

LIBER 123 PAGE 436
10177 PAGE 101

no 13,547

LIBER 1051 PAGE 59 Eq.

This Mortgage,

Made this 16th day of July, in the year one thousand, nine hundred and fifty-six, between William W. Hopper and Helen M. Hopper, 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 - - -TWELVE THOUSAND EIGHT HUNDRED SEVENTY ($12,870.00) - - - - - - - - - - - - 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 NINETY-SEVEN DOLLARS AND FIFTY-EIGHT CENTS ($97.58) - - - xxxxxx 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 ~~923~~ 178 of the Laws of Maryland passed at the January session in the year ~~1945~~ 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 those lot of ground situate and lying in Baltimore City & A. A. County, in said State, and described as follows:

FIRST DESCRIPTION

BEGINNING for the same on the northeast side of Indiana Avenue at the distance of 223 feet from the southeast side of Annapolis Avenue, formerly Maryland Avenue, and at the center of the partition wall there being and running thence southeasterly on the northeast side of Indiana Avenue 14 feet to the center of another partition wall there situate, thence northeasterly through the center of said last mentioned partition wall 80 feet to the south side of an alley 10 feet wide, thence northwesterly binding on the southwest side of said alley with the use thereof in common, 14 feet, thence southwesterly to and through the center of the partition wall first mentioned 80 feet to the place of beginning. The improvements thereon being known as 2819 Indiana Avenue.

BEING the same lot of ground and premises which by deed dated December 7, 1954 and recorded among the Land Records of Baltimore City in Liber M. L. P. No. 9654, folio 89,

1959 DEC -5 AM 10:04

"PETITIONER'S EXHIBIT No. 1"

BLOCK

was granted and conveyed by The Columbia Investment Corporation unto William W. Hopper and wife, the mortgagors herein.

SECOND DESCRIPTION

DELOATED

Lot numbered 4, Section H, as shown on the Plat of Silver Sands, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 2 and now recorded in Plat Book No. 21, folio 36.

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 Kathryn F. Lynch, widow, - - unto William W. Hopper and Helen W. Hopper, his wife, the mortgagors herein.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~in fee simple~~ for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of $ 75.00 ; payable in equal semi-annual installments on the fifteenth days of March and September in each and every year, as to the property firstly described herein; and in fee simple, as to the property secondly described herein.

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

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

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

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Fifty ($150.00) 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 whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan

Edward J. Brannan

William W. Hopper (SEAL)
William W. Hopper

Helen M. Hopper (SEAL)
Helen M. Hopper

(SEAL)

(SEAL)

4

10177 PAGE 104 LIBER 123 PAGE 439

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1051 PAGE 62

I HEREBY CERTIFY that on this 16th day of July, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared William W. Hopper and Helen M. Hopper, 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 George S. M. Kieffer 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 Brannan
Edward J. Brannan, Notary Public.

Rec'd for re-record Aug 4 1956, at 10.15 AM.
Mailed to Edward J. Brannan

MORTGAGE
FROM
William W. Hopper and
Helen M. Hopper, his wife
TO
LEEDS
FEDERAL SAVINGS AND LOAN
ASSOCIATION

BLOCK NO. 7464

CHECKED
AUG 18 1956

Received for Record ____ 19__
at 2 o'clock P M. Same day recorded in
Liber MLP No 10177 Folio 161 etc.,
one of the Land Records of
Balto City and examined per
M. LUTHER PITTMAN, Clerk.
Cost of Record, $____

MCROSS BLACK, JR.
EDWARD J. BRANNAN
Attorney-at-Law
Baltimore 2, Maryland
541 Equitable Building

The Daily Record Company, Baltimore, Md.

Mortgage
from
William W. Hopper and
Helen M. Hopper, his wife
to
Leeds Federal Savings and
Loan Association

RECORDED IN ... OF ... COUNTY
1956 AUG -4 AM 10:17
& RECORDED IN LIBER GTC
NO 1051 FOLIO 59
GEO. T. GRUMWELL, CLERK

10.00

RECORD AND RETURN TO
EDWARD J. BRANNAN
EQUITABLE BUILDING
BALTIMORE 2, MD.

Edward J. Brannan,	*	In The Circuit Court for
Attorney Named in Mortgage	*	Anne Arundel County
vs.	*	Docket No. 18, Folio 354
William W. Hopper and	*	Case No. 13,547
Helen M. Hopper, his wife	*	

* * * * * * * * * *

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. Baltimore, 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 4th day of December, 1959.

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

1959 DEC -5 PM 10:04

6

LIBER 123 PAGE 441

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	
William W. Hopper and Helen M. Hopper, his wife	*	Docket No. 18, Folio 354
		Case No. 13,547

* * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from William W. Hopper and Helen M. Hopper, his wife, dated July 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1051, folio 59 etc..

Amount of Mortgage Loan	$ 12,870.00
Less Amount Paid on Account	1,191.36
	$ 11,678.64
Plus interest to 1/12/60	217.73
	$ 11,896.37
Less Expense Account	45.46
Total	$ 11,850.91

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 4th day of December in the year 1959, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

FILED
1959 DEC-5 AM 10:04

7

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

LIBER 10 PAGE 142

LIBER 123 PAGE 442

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Edward J. Brannan Attorney named in the Mortgage

vs

William W. Hopper and Helen M. Hopper, h.w.

No 13,547 Equity

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, Edward J. Brannan of Equitable Building, Baltimore, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twelve Thousand Dollars ~~Dollars~~ ($ 12,000.00), 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 3rd day of December, 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 William W. Hopper and Helen M. Hopper, his wife to Leeds Federal Savings and Loan Association bearing date the 16th day of July, 1956 and recorded among the Land Records of Anne Arundel County in Liber No. GTC-1051 Folio 59 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 December 3, 1959

in the presence of

Marguerite E. Hoff

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Sheids

Charles E. Sheids, Attorney-in-fact

B. L. Billing

Witness to Surety

Bond approved this 5-Dec. 1959

George T. Cromwell Clerk

1959 DEC -5 PM 10:0

8

Edward J. Brannan, Solicitor
541 Equitable Building
Baltimore, Maryland

Mortgage Sale

Of Desirable Water Front Fee Simple Property

Situate on South Shore Drive running to the Waters of Stoney Creek, 3rd Election District of Anne Arundel County, Md.

By virtue of and pursuant to the power of sale contained in the mortgage from William W. Hopper and Helen M. Hopper, his wife to Leeds Federal Savings and Loan Association, dated July 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1051, folio 59 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Tues., Jan. 12, 1960 at 2 O'Clock P.M.

All that Fee Simple Property situate in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

Lot numbered 4, Section H, as shown on the Plat of Silver Sands, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 2 and now recorded in Plat Book No. 21, folio 36.

The aforesaid lot of ground is improved with a frame one (1) story dwelling containing five (5) rooms and one (1) bath, space heater.

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 six percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

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

EDWARD J. BRANNAN,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers

J-17

OFFICE (

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 443

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1960

We hereby certify, that the annexed

Mortgage Sale
13,547
William W. Hopper

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1960. The first insertion being made the 17th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Edward J. Brannan
Attorney Named in Mortgage

vs.

William W. Hopper and
Helen M. Hopper, his wife

* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY)

* * * * * * * * * * *

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 12th day of January, 1960, he sold at public auction, for the highest price obtainable, to Albert W. Herb and Dorothy J. Herb, his wife - - - - - - - - - , the following described property:

Lot numbered 4, Section H, as shown on the Plat of Silver Sands, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 2 and now recorded in Plat Book No. 21, folio 36.

at and for the price of - -EIGHT THOUSAND SIX HUNDRED EIGHTY DOLLARS - - ($8,680.00) -

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

Witness:

Betty Y. Froeschler John M. Miller Jr.
President.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of -EIGHT THOUSAND SIX HUNDRED EIGHTY DOLLARS ($8,680.00) - - - - - - - - - .

WITNESS the hands and seals of the said purchasers.

Witness:

Dorothy J. Herb (SEAL)

Mr Edward Hubbard Albert W. Herb (SEAL)

1960 JAN 18 [illegible]

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LIBER 123 PAGE 445

Edward J. Brannan,	*	In The Circuit Court for
Attorney Named in Mortgage	*	Anne Arundel County
vs.	*	Docket No. 18, Folio 354
William W. Hopper and	*	
Helen M. Hopper, his wife	*	Case No. 13,547

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated July 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1051, folio 59 etc., from William W. Hopper and Helen M. Hopper, 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 12th day of January, 1960, 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 Albert W. Herb and Dorothy J. Herb, his wife, at and for the sum of Eight Thousand Six Hundred Eighty Dollars ($8,680.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage.

FILED

1960 JAN 18 PM 10:45

3

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of January in the year one thousand nine hundred sixty, 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.

Edward J. Brannan, Solicitor
541 Equitable Building
Baltimore, Maryland

Mortgage Sale

Of Desirable Water Front Fee Simple Property

Situate on South Shore Drive running to the Waters of Stoney Creek, 3rd Election District of Anne Arundel County, Md.

By virtue of and pursuant to the power of sale contained in the mortgage from William W. Hopper and Helen M. Hopper, his wife to Leeds Federal Savings and Loan Association, dated July 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1051, follo 59 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Tues., Jan. 12, 1960 at 2 O'Clock P.M.

All that Fee Simple Property situate in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

Lot numbered 4, Section H, as shown on the Plat of Silver Sands, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 2 and now recorded in Plat Book No. 21, follo 36.

The aforesaid lot of ground is improved with a frame one (1) story dwelling containing five (5) rooms and one (1) bath, space heater.

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 six percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

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

EDWARD J. BRANNAN,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers

J-17

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ORDER NISI

LIBER 123 PAGE 447

Edward J. Brannan,
Attorney Named In Mortgage

versus

William W. Hopper and
Helen M. Hopper, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,547 Equity

Ordered, this 18th day of January, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in 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 sale ~~xxxxx~~ was $ 8,680.00

George T. Cromwell Clerk.

True Copy.

FILED 1960 JAN 18 AM 10:45

TEST: Clerk.

(Final Order)

Edward J. Brannan,
Attorney Named in Mortgage

versus

William W. Hopper and
Helen M. Hopper, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of February, 1960 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 ~~Xxxxxx~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Bowie Duckett

FILED

1960 FEB 24 PM 3:50

15

LIBER 123 PAGE 448

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. 13,547 Equity
EDWARD J. BRANNAN,
Attorney Named in Mortgage
vs.
WILLIAM W. HOPPER and
HELEN M. HOPPER, his wife

Ordered, this 18th day of January, 1960, 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 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 $8,680.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 12, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,547

William W. Hopper

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, 1960. The first insertion being made the 21st day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. _____

FILED
1960 FEB 13 AM 9:33

16

LISER 123 PAGE 449

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
William W. Hopper and Helen M. Hopper, his wife	*	Docket No._____, Folio_____
		Equity #13,547

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

AMENDED STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from William W. Hopper and Helen M. Hopper, his wife, dated July 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1051, folio 59 etc..

Amount of Mortgage Loan	$ 12,870.00
Less Amount Paid on Account	1,191.36
	$ 11,678.64
Plus interest to 1/12/60	217.73
	$ 11,896.37
Less Expense Account	45.46
Sub-Total	$ 11,850.91
Plus interest from 1/12/60 to 3/12/60 as per Auditors Account-Circuit Court No. 2 of Baltimore City in re: Leeds Federal Savings & Loan Assoc. vs. Wm. H. Hopper and wife Dkt. 68C - folio 249	116.79
	$ 11,967.70
Credit as per Auditors Account - Supra	3,491.04
Balance due	$ 8,476.66

Edward J. Brannan
Edward J. Brannan, Atty. Named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14th day of March, 1960, 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 account of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

FILED
1960 MAR 15 AM 10:52

17

In the Case of

LIBER 123 PAGE 450

Edward J. Brannan,
Attorney named in Mortgage
vs.
William W. Hopper
and
Helen M. Hopper, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,547 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

March 21, 1960

Laura K. Jackelung
Auditor.

FILED
1960 MAR 28 PM 12:25

Dr. Edward J. Brannan, Attorney named in Mortgage vs. William W. Hopper and Helen M. Hopper, his wife in ac.

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	292	33	442	33
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	29	90		
U.S. Fidelity & Guaranty Co.-bond premium	48	00		
E.T. Newell & Co.,Inc.-auctioneer's fee	277	00		
Marguerite E. Wolf - notary fees	2	00	446	90
To Attorney for Taxes, viz:				
1960 State and County taxes - 12 days	4	68	4	68
To Leeds Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,798	91	7,798	91
			8,744	32
Amount of Amended Mortgage Claim Filed	8,476	66		
Cr. Amount allowed above	7,798	91		
Balance subject to decree in personam	677	75		

19

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

1960						
Jan.	12	Proceeds of Sale	8,680	00		
		Interest on deferred payment of $8,180.00 to 2/29/60	64	32	8,744	32
					8,744	32

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ORDER NISI LIBER 123 PAGE 453

Edward J. Brannan,
Attorney named in Mortgage

VERSUS

William W. Hopper
and
Helen M. Hopper, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,547 Equity.

ORDERED, This 28th day of March, 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 2nd day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of May next.

Joyce T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of May, 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 MAY -5 AM 9:35

Matthew A. Evans

21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 454

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,547
Auditor Account

William W. Hopper.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of May, 1960. The first insertion being made the 31st day of March, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAY -4 PM 1:41

Tilghman

22

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,547 Equity
EDWARD J. BRANNAN, Attorney named in Mortgage
VERSUS
WILLIAM W. HOPPER and HELEN M. HOPPER, his wife

Ordered, this 28th day of March, 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 2nd day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of May next.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk

A-14

No. M. G.

LIBER 123 PAGE 455

ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
104 St. Paul Street
Baltimore 2, Maryland

Vs.

EDWARD JOHN PASKOSKI and
PATRICIA ANN PASKOSKI, his wife
108 Jackpine Drive, Route 6
Pasadena, Maryland

Docket _____ Folio _____

Case No. 13573 Equity

Filed _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY, IN EQUITY.

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 2nd day of April A.D. 1956 the defendants executed and delivered to Arlington Federal Savings and Loan Association a mortgage upon certain leasehold property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,950.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

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

And as in duty, &c.

Wm. R. Price, Jr. Attorney for Plaintiff
104 St. Paul Street
Baltimore 2, Maryland

1960 JAN -4 AM 9:53

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

LIBER 1016 PAGE 172

H-17167

LIBER 123 PAGE 456

MARYLAND

MORTGAGE

No. 13573 Equity

THIS MORTGAGE, made this 2nd day of April, A. D. 1956, by and between EDWARD JOHN PASKOSKI and PATRICIA ANN PASKOSKI, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and ARLINGTON 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 TEN THOUSAND NINE HUNDRED FIFTY - - - - - - - - - - - - - - - - Dollars ($ 10,950.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum 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 delivered or mailed to the Mortgagor, in monthly installments of Fifty-five and 50/100 - - - - - - - - Dollars ($ 55.50), commencing on the first day of May 1st., 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April 1st, 1986. 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. 23, Section E, as laid out on the Plat of "Pine Grove Homes", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 9.

BEING the same property which by Deed of Assignment dated April 2nd 1956 and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County, were granted and assigned by The Land Record Holding Company to the within named mortgagors, subject to the payment of an annual ground rent of $96.00, payable in equal half-yearly instalments on the 21st days of June and December, in each and every year.

SUBJECT to an easement 5 feet wide along the rear and side lines of said lot for public utility and drainage purposes.

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

1956 JAN -4 AM 9:53

16—46390-7

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:

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

TOGETHER ALSO with the right of ingress and egress over and across Parcels A and D, as laid out on the Plat of "Pine Grove HomesII", dated November 14, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book No. 27, folio 4, to the waters and beach of Rock Creek for the purposes of boating, bathing and fishing.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefits of renewal forever; subject to the payment of the aforesaid annual ground rent.

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 Harry E. Karr, 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 T. O'Leary
ROBERT T. O'LEARY

Edward John Paskoski [SEAL]
Edward John Paskoski

Patricia Ann Paskoski [SEAL]
Patricia Ann Paskoski

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit: LIBER 1016 PAGE 176

I HEREBY CERTIFY, That on this 2nd day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, ~~in and for the~~ aforesaid, personally appeared EDWARD JOHN PASKOSKI and PATRICIA ANN PASKOSKI, his wife, known to me, or satisfactorily ~~the above named Mortgagors and~~ proven to be the ~~acknowledgers of the foregoing mortgage to be~~ persons whose names are subscribed to ~~and~~ the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

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

Robert T. O'Leary
ROBERT T. O'LEARY
Notary Public.

My commission expires: May 6, 1957

H-17167
Written by hw
Approved by
Ready for record

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
vs.
EDWARD J. PASKOSKI and PATRICIA PASKOSKI his wife

Petitioner's Exhibit No.

Filed for record April 11, 1956, at 2:30 P.M.
The Title Guarantee Co.

3rd Dist. Anne Arundel Co.

STATE OF MARYLAND

Mortgage

FROM

EDWARD JOHN PASKOSKI and wife

TO

ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

REC'D FOR RECORDING
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 APR 11 PM 2:30
& RECORDED IN LIBER GTG
NO. 1016 FOLIO 172
ROBERT T. GROMWELL, CLERK

Received for Record this day of M. o'clock
Recorded in Liber No. Folio &c.,
of the Land Records of
and examined per
Clerk.

Cost of Record, $

RETURN TO:
THE TITLE GUARANTEE COMPANY
S. CHARLES & LEXINGTON STS.
BALTIMORE 2, MD.

UM—5-59.

ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
104 St. Paul Street
Baltimore 2, Maryland
VS.

EDWARD JOHN PASKOSKI and PATRICIA ANN PASKOSKI, his wife
108 Jackpine Drive, Route 6
Pasadena, Maryland

LIBER 123 PAGE 460

IN THE

ANNE ARUNDEL
Circuit Court for Baltimore County

IN EQUITY.

No. 13,573 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Edward John Paskoski and Patricia Ann Paskoski, his wife

to Arlington Federal Savings and Loan Association

dated the 2nd day of April, 19 56, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber GTC No. 1016 Folio 172:

Amount Due on Principal	$10,394.65
Interest to December 31, 1959	311.84
	$10,706.49
Less Expense Account Balance	29.67
Balance Due December 31, 1959	$10,676.82

Arlington Federal Savings and Loan Association

By: H. Albert Petz, Jr.
H. Albert Petz, Jr., Treasurer

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

I HEREBY CERTIFY, that on this 31st day of December in the year nineteen hundred and 59, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared H. Albert Petz, Jr., Treasurer of Arlington Federal Savings and Loan Association

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

Dorothy O'C. Giarth
Dorothy O'C. Giarth Notary Public

DOROTHY O'C. GIARTH NOTARY PUBLIC BALTIMORE, MD.

1960 JAN -4 AM 9:54

M-7/59

ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
104 St. Paul Street
Baltimore 2, Maryland
Plaintiff

VS.

EDWARD JOHN PASKOSKI and
PATRICIA ANN PASKOSKI, his wife
108 Jackpine Drive, Route 6
Pasadena, Maryland
Defendant

IN THE

LIBER 123 PAGE 461

CIRCUIT COURT FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

DOCKET NO. ....., FOLIO .....

CASE NO. 13573 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, that on this 31st day of December, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City), personally appeared Harry E. Karr, Jr. President of Arlington Federal Savings and Loan Association and made oath in due form of law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

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

(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Dorothy O'C. Giarth, Notary Public

DOROTHY O'C. GIARTH NOTARY PUBLIC BALTIMORE, MD.

Harry E. Karr, Jr. Affiant

ARLINGTON FEDERAL SAVINGS & LOAN ASSOCIATION INCORPORATED 1907

FILED
1960 JAN -4 AM 9:53

Decree in Circuit Court for ~~Baltimore~~ Anne Arundel County.

ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

Vs.

EDWARD JOHN PASKOSKI and PATRICIA ANN PASKOSKI, his wife

DOCKET _____ FOLIO _____

CASE NO. 15,573 Equity

FILED _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

_____ TERM, 1959

LIBER 123 PAGE 462

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 4th day of January in the year nineteen hundred and sixty by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Wm. R. Price, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $10,500.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Baltimore County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale: with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their ~~personal~~ representatives and assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1960 JAN -4 PM 3:15

O. Bruce Duckett

JUDGE

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 123 PAGE 463

LIBER 10 PAGE 168

Equity No. 13,573

KNOW ALL MEN BY THESE PRESENTS:

That we, William R. Price, Jr., 108 St. Paul Street, Baltimore 2, 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 TEN THOUSAND FIVE HUNDRED AND 00/100 ($10,500.00) - - 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 2nd day of February in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden William R. Price, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

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

vs:

Edward John Paskoski and Patricia Ann Paskoski, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William R. Price, Jr.

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

Signed, sealed and delivered in the presence of:

DOROTHY O'C. GIARTH

William R. Price, Jr. (SEAL)

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. Anthony *As to Surety*

By Joseph C. McHugh *Attorney-in-Fact*

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

FILED

1960 FEB -3 AM 11:06

Bond filed and approved this 3rd day of February 1960

George T. Cromwell, Clerk

William R. Price, Jr., Solicitor
104 St. Paul Street
Baltimore 2, Maryland

Trustee's Sale

108 JACKPINE DRIVE

Valuable Leasehold Dwelling Property

Situate in the Third Election District of Anne Arundel County, Maryland.

By virtue of a decree of the Circuit Court of Anne Arundel County, Case No. 13573, Docket 18-368, the undersigned Trustee will sell at public auction on the premises on

Wednesday, February 10, 1960 At 3:00 P.M.

Being known and designated as Lot No. 23, Section E, as laid out on the Plat of "Pine Grove Homes", which plat is recorded among the and Records of Anne Arundel County in Plat Book No. 26, folio 9. Known as 108 Jackpine Drive.

Improved by a ONE-STORY FRAME DWELLING. Subject to an annual Ground Rent of $96.00.

Subject to an easement 5 feet wide along the rear and side lines of said lot for public utility and drainage purposes.

Subject also to any restrictive covenants, restrictions, and agreements of record affecting same if any.

Terms of Sale: A deposit of $500 will be required at the time of sale, balance of purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale; taxes and all other expenses to be adjusted to the date of sale.

WILLIAM R. PRICE, JR.,
Trustee
E. T. NEWELL & CO., INC.,
Auctioneers
JOHN M. MILLER, JR., Pres.,
120-26 W. North Avenue
PL. 2-3580

F-4

FILED

No. M. G. ~~1960~~ FEB -8 PM 1:43

OFFI OF

Maryland Gazette

Published by LIBER 123 PAGE 464
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1960

We hereby certify, that the annexed

Trustee's Sale
108 Jackpine Drive
13573 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of February, 1960. The first insertion being made the 14th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

E-125 1M 10-59

18/368

—IN THE— #13573

ARLINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

VS.

EDWARD JOHN PASKOSKI and PATRICIA ANN PASKOSKI, his wife

CIRCUIT COURT

—FOR— LIBER 123 PAGE 465

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE~~ ANNE ARUNDEL COUNTY:

The Report of Sale of William R. Price, Jr.

Trustee appointed by the decree in the above entitled cause to make sale of leasehold property known as number 108 Jackpine Drive,

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

newspaper, published in ~~Baltimore~~ ANNE ARUNDEL County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 10th day of February, 1960, at 3:00 o'clock, P. M., attend on the premises and then and there sold said leasehold property, more fully and particularly described in the attached copy of the advertisement annexed hereto.

Said property was sold at and for the sum of Eight thousand Five hundred ($8,500.00) Dollars to Arlington Federal Savings and Loan Association, 104 St. Paul Street, Baltimore 2, Maryland, which bid was the most money obtainable therefore.

Wm. R. Price, Jr. Trustee.

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

I Hereby Certify, that on this 11th day February, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ CITY of Baltimore aforesaid, personally appeared Wm. R. Price, Jr. Trustee and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED

1960 FEB 13 AM 11:18

Dorothy O'C. Giarth, Notary

DOROTHY O'C. GIARTH NOTARY PUBLIC BALTIMORE, MD.

William R. Price, Jr., Solicitor
104 St. Paul Street
Baltimore 2, Maryland

Trustee's Sale

108 JACKPINE DRIVE

Valuable Leasehold Dwelling Property

Situate in the Third Election District of Anne Arundel County, Maryland.

By virtue of a decree of the Circuit Court of Anne Arundel County, Case No. 13573, Docket 18-368, the undersigned Trustee will sell at public auction on the premises on

Wednesday, February 10, 1960 At 3:00 P.M.

Being known and designated as Lot No. 23, Section E, as laid out on the Plat of "Pine Grove Homes", which plat is recorded among the and Records of Anne Arundel County in Plat Book No. 26, folio 9. Known as 108 Jackpine Drive.

Improved by a ONE-STORY FRAME DWELLING. Subject to an annual Ground Rent of $96.00.

Subject to an easement 5 feet wide along the rear and side lines of said lot for public utility and drainage purposes.

Subject also to any restrictive covenants, restrictions, and agreements of record affecting same if any.

Terms of Sale: A deposit of $500 will be required at the time of sale, balance of purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale; taxes and all other expenses to be adjusted to the date of sale.

WILLIAM R. PRICE, JR.,
Trustee

E. T. NEWELL & CO., INC.,
Auctioneers
JOHN M. MILLER, JR., Pres.,
120-26 W. North Avenue
PL. 2-3580

F-4

ORDER NISI

ARLINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

versus

EDWARD JOHN PASKOSKI and PATRICIA ANN PASKOSKI, his wife

IN THE

CIRCUIT COURT

FOR LIBER 123 PAGE 467

ANNE ARUNDEL COUNTY

No. 13,573 Equity

Ordered, this 13th day of February, 1960, That the sale of the Property in these proceedings mentioned, made and reported by William R. Price, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of March next.

The report states that the amount of sale was $ 8,500.00

FILED 1960 FEB. 13 AM 11:18

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

ARLINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

versus

EDWARD JOHN PASKOSKI and PATRICIA ANN PASKOSKI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 22nd day of March, 1960 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.

O Bowie Duckett

JUDGE.

FILED

1960 MAR 22 PM 2:12

OFFICE OF

Maryland Gazette

Published by LIBER 123 PAGE 468

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,573 Equity
ARLINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
VERSUS
EDWARD JOHN PASKOSKI and PATRICIA ANN PASKOSKI, his wife

Ordered, this 13th day of February, 1960. That the sale of the Property in these proceedings mentioned, made and reported by William R. Price, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of March next.

The report states that the amount of sale was $8,500.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
M-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 11, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,573 Edward John Paskoski 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 March, 1960. The first insertion being made the 18th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1960 MAR 15 AM 9:45

By [illegible]

LIBER 123 PAGE 469

In the Case of

Arlington Federal Savings and Loan Association

vs.

Edward John Paskoski

and

Patricia Ann Paskoski, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,573 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. Jicklung
Auditor.

March 28, 1960

FILED

1960 MAR 30 AM 11:18

14

Dr. Arlington Federal Savings and Loan Association vs. Edward John in ac. Paskoski and Patricia Ann Paskoski, his wife

To Trustee for Fee, in lieu of fee and commissions, viz:	250	00	250	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Trustee 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		
Fidelity & Deposit Co. of Md.-bond premium	21	00		
E.T. Newell & Co.,Inc.-auctioneer's fee	35	00		
Bosse Bros. Realty Co.- winterizing house and installing lock	25	50		
The Title Guarantee Co.-judgment report	4	00		
Dorothy O'C. Giarth - notary fees	1	50	170	00
To Arlington Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,024	00	8,024	00
			8,500	00
Amount of mortgage claim filed	10,676	82		
Interest @ 4½% on principal balance of $10,394.65 from 12/31/59 to 2/10/60 - 41 days	54	73		
	10,731	55		
Cr. Amount allowed above	8,024	00		
Balance subject to decree in personam	2,707	55		

with William R. Price, Jr., Trustee Cr.

1960				
Feb.	10	Proceeds of Sale	8,500 00	8,500 00
				8,500 00

ORDER NISI LIBER 123 PAGE 472

Arlington Federal Savings and Loan Association

VERSUS

Edward J. Paskoski

and

Patricia Ann Paskoski, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,573 Equity.

1960 MAR 30 PM 3:11

FILED

ORDERED, This 30th day of March, 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 9th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of May next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of May, 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 MAY 11 PM 3:06

D. Bonie Duckett

LIBER 123 PAGE 473

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. 13,573 Equity
ARLINGTON FEDERAL SAVINGS and LOAN ASSOCIATION
VERSUS
EDWARD J. PASKOSKI and PATRICA ANN PASKOSKI, his wife

Ordered, this 30th day of March, 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 9th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,573
Auditor Account

Edward J. Paskoski

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of May, 1960. The first insertion being made the 7th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAY -4 PM 1:36

By W. Wilgham

No. M. G.

LIBER 123 PAGE 474

JACOB L. CARDIN, Atty.	*	*IN THE*
vs.	*	*CIRCUIT COURT*
WILLIAM STEIN and CARRIE STEIN, his wife	*	*OF*
	*	*ANNE ARUNDEL COUNTY*
	*	*In Equity*

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

No. 13,435 Equity

PETITION FOR FORECLOSURE

* * * * * * * * * *

Mr. Clerk:

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

Jacob L. Cardin

Jacob L. Cardin, Attorney

CARDIN AND CARDIN
ATTORNEYS AT LAW
SUITE 233 EQUITABLE BLDG.
LVERT AND FAYETTE STS.
BALTIMORE 2, MD.

FILED

1959 SEP 29 AM 11:51

Petitioner's Exhibit A.

LIBER 123 PAGE 475
LIBER 1006 PAGE 507

No. 13,435 Equity

This Mortgage, Made this 7th day of March, in the year nineteen hundred and Fifty-six, between WILLIAM STEIN and CARRIE STEIN, His Wife -----

of Anne Arundel County ---------- in the State of Maryland, Mortgagor, and SEQUOIA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance of Ten Thousand, Five Hundred ($10,500.00) ---------- Dollars on one hundred five shares of its stock, which sum has been applied to 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.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH. That in consideration of the promises and of One Dollar, the said Mortgagor does grant unto the said Mortgagee, its successors and assigns, ~~in fee simple~~, all that lot or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland aforesaid, now known as ~~xxx~~ Benmere Road - Margate ---------- and described as follows, that is to say:

BEGINNING for the same on the Northwest side of Benmere Road at the distance of 231.29 feet Southwesterly from the Southwest side of Southfield Road and at the South corner of Lot No. 160 as laid out on the Plat of Margate hereinafter referred to thence Southwesterly along the Northwest side of Benmere Road 55 feet to the Northeast side of Lot No. 159 thence Northwesterly along the Northeast side of Lot No. 159 and at right angles to Benmere Road and on a prolongation of said line 323.21 feet to the Southeast side of Lot 241A thence Northeasterly along the Southeast side of Lot No. 241A and parallel with Benmere Road 55 feet thence Southeasterly at right angles to Benmere Road and binding on a prolongation of and along the Southwest side of Lot No. 160 323.21 feet to the place of beginning. Being Lot No. 159A and part of Lot No. 241 as laid out on the Plat of Margate subdivided by the Cityco Realty Company of Baltimore City and recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3-3 and being now known as Lot No. 347 on theRevised Plat of Margate (which Plat is not recorded).

BEING the same lot or parcel of ground which by Deed of Assignment bearing 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 Straw Man, Inc. unto William Stein and Carrie Stein, His Wife, the above named Mortgagors.

FILED

1959 SEP 29 AM 11:51

2

IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in case of any default in any of the payments, covenants or conditions of this Mortgage, in whole or in part, the whole Mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors or assigns, become due and payable; the waiver of any default or failure to exercise the option to demand the whole balance of the Mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter.

IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in the event of the transfer of the lot of ground hereby mortgaged, by voluntary or involuntary grant or assignment, or by operation of law or in any other manner, then the Mortgagee and its assigns and successors in title, shall at any time after the change in title or ownership, have the right to demand the immediate payment of the unpaid part of said mortgage indebtedness and accrued interest; and upon failure thereupon to pay said unpaid principal and accrued interest, this mortgage shall be in default and the Mortgagee shall be entitled to institute the foreclosure proceedings herein provided for. And it is agreed that the failure of the Mortgagee or its successors or assigns, to demand payment of said unpaid principal and accrued interest, after there be a change in title or ownership, as aforesaid, shall not be construed as a waiver of its right to make the demand at any time thereafter. The Mortgagee, however, reserves to itself and its successors or assigns in title, the right to consent from time to time to a change in title or ownership, such consent, however, to be only binding if made in writing.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~in fee simple~~, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars, payable in equal semi annual installments on the 7th days of March and September in each and every year.

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

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

AND the said Mortgagor for their heirs, personal representatives and assigns, covenant with the said Mortgagee, its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns, the weekly sum of twenty-five cents on each of said one hundred five shares of stock as dues until the combined payment of dues shall amount to Ten Thousand, Five Hundred Dollars, being the amount loaned as aforesaid; and also to pay, weekly, the sum of twelve cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that, whenever, by the payment of said dues the sum of One Hundred ($100.00) Dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said Mortgagee, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, interest on prior mortgages, if any, and taxes, and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and to exhibit receipts therefor to the said Mortgagee on its demand; also to pay all fines that may be imposed on the Mortgagor by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws.

AND the said Mortgagor further covenants and agrees to pay weekly the additional sum of $5.00 ——— or as much more as may be necessary, out of which said body corporate is to pay the taxes, interest on prior mortgages, if any, and ground rent upon said mortgaged property.

IT IS FURTHER AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that the balance of the mortgage indebtedness hereby secured shall mature and become due and payable at the expiration of four (4) years from the date hereof; and a failure on the part of the Mortgagor so to pay the balance of this mortgage indebtedness shall constitute and be a default in this mortgage.

AND that, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay the said attorney, a fee of Fifty ($50.00) Dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the power herein contained; and that, after the said property has been advertised for sale, under such power, the said attorney shall be entitled to receive, in addition to the fee hereinbefore provided for, a fee of Two Hundred Fifty Dollars.

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 JACOB L. CARDIN, 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 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 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 the attorney's fee hereinbefore referred to and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdicton 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, their heirs, personal representatives and assigns, or to whoever may be entitled to the same.

AND it is agreed that until default is made, the said Mortgagor or their assigns, may retain possession of the mortgaged property. Upon any 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 said property, 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 be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND the said Mortgagor covenants to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by, the said Mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of its lien or claim under this Mortgage, and to deliver the policy or policies to the Mortgagee, to be kept by the Mortgagee. And in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall 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.

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.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Lucille E. Lutz
Lucille E. Lutz

William Stein (SEAL)
William Stein

Carrie Stein (SEAL)
Carrie Stein

(SEAL)

(SEAL)

LIBER 123 PAGE 478
LIBER 1006 PAGE 510

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 7th day of March, in the year One Thousand Nine Hundred and Fifty- six, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William Stein and Carrie Stein, His Wife ----------

the Mortgagor snamed in the foregoing mortgage, and they acknowledged the aforegong mortgage to be their act. At the same time also appeared Charles E. Goldberg ----------

President of said Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and notarial seal.

Lucille E. Lutz

Lucille E. Lutz, NOTARY PUBLIC

LUCILLE E. LUTZ NOTARY PUBLIC BALTIMORE

Mar. 8 56, at 11.25 A.M.

Cardin & Cardin
att. Hersh Stein, Esq

MORTGAGE

FROM

WILLIAM STEIN and CARRIE STEIN,

His Wife

TO

SEQUOIA BUILDING AND LOAN ASSOCIATION, INC.

Block No.

Received for Record 8 Day of MARCH 1956, at 11.25 A.M. and the same day recorded in Liber G.T.C. No. 1006 Fol. 50 Land Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

7.50

CARDIN and CARDIN
Attorneys at Law
233 Equitable Bldg
Baltimore 2 Maryland

Attention:- Hersh Stein, Esq.

LIBER 123 PAGE 479

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

JACOB L. CARDIN, atty.	IN THE
	CIRCUIT COURT
vs.	OF
WILLIAM STEIN and	~~BALTIMORE CITY~~
CARRIE STEIN, his wife	*ANNE ARUNDEL COUNTY*
	IN EQUITY
	Docket ..... Folio .....
	No. 13,435 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared *Jacob L. Cardin, Atty.*

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.

Jacob L. Cardin
Jacob L. Cardin Affiant.

Subscribed and sworn to before me
this *22ND* day of *September* 19*59*

Hersh Stein
Hersh Stein Notary Public

FILED
1959 SEP 29 AM 11:51

6

STATEMENT OF MORTGAGE CLAIM

LIBER 123 PAGE 480

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY
IN EQUITY

No. 13,435 Equity

JACOB L. CARDIN, Atty.

vs.

WILLIAM STEIN and

CARRIE STEIN, his wife

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage Loan	*$10,500.00*
Paid on Account	*425.00*
	10,075.00
Expense Account	*4.40*
	$10,070.60
Added interest for 2 weeks beginning September 14, 1959 at $12.12 per week	*24.24*
TOTAL BALANCE	*$10,094.84*

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 22ND 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 Jacob L. Cardin, Atty.

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

FILED

1959 SEP 29 AM 11:51

As witness my hand and Notarial Seal.

Hersh Stein

Hersh Stein Notary Public.

LIBER 10 PAGE 133

No. 13,435 Equity

LIBER 123 PAGE 481

[TRUSTEE'S BOND]

The Jeffersonian Print, Towson, Md.

Know All Men by These Presents:

That we, Jacob L. Cardin, attorney, Equitable Building, Baltimore, Maryland

and The Equitable Fire and Marine Insurance Company of Providence, Rhode Island are held an firmly bound unto the State of Maryland in the full and just sum of Eleven thousand 00/100 Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of November in the year nineteen hundred and fifty-nine

WHEREAS, by decree of the Circuit Court for ~~Baltimore County~~ Anne Arundel County sitting in Equity, passed in a cause in said court on the 16th day of Nov. nineteen hundred and fifty-nine between Sequoia Building and Loan Association Inc. complainants, and William Stein and Carrie Stein respondents, the above bound Jacob L. Cardin

ha s been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above bounden Jacob L. Cardin

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

Signed, Sealed and Delivered in the presence of

Jacob L. Cardin [SEAL]

Hersh Stein

[SEAL]

[SEAL]

[SEAL]

EQUITABLE FIRE AND MARINE INSURANCE COMPANY

By W. H. Williams Attorney [SEAL]

W. H. Williams

Annette R. Burk

Annette R. Burk

1959 NOV 19 PM 10 55

Bond approved this 19th day of November 1959.

George T. Cromwell, Clerk

$

REPORT OF SALE

JACOB L. CARDIN, Atty.

vs.

WILLIAM STEIN and

CARRIE STEIN, his wife

IN THE LIBER 123 PAGE 482

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

In Equity

To The Honorable Judge of the Circuit Court of Baltimore City: No. 13,435 Equity

The Report of Sale of *Jacob L. Cardin, Atty. named in the mortgage* ~~Trustee appointed by the decree~~ in the above entitled cause, to make sale of *Lot No. 347 Margate, 5th Election District, Anne Arundel County*

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

Annapolis Capital Adv.

Annapolis

daily newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said ~~Trustee~~ *Jacob L. Cardin, Atty.* did pursuant to said notice on *Wednesday* the *18th* day of *November* 19 *59* at *2* o'clock *P.* M. attend ~~on the premises~~ *at the Court House Door* and then and there sold *Lot No. 347 Margate, 5th Election District, Anne Arundel County, Maryland to The GMC Realty Company at and for the price of $10,400.00; subject to the annual rent of $120.00, it being the highest bidder.*

Jacob L. Cardin, Atty.

State of Maryland, City of Baltimore, Set:

I HEREBY CERTIFY, That on this *20th* day of *November* 19 *59* before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared *Jacob L. Cardin, Atty.*

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

As witness my hand and Notarial Seal,

Hersh Stein — *Notary Public.*

10

ORDER NISI

LIBER 123 PAGE 483

JACOB L. CARDIN, Attorney

versus

WILLIAM STEIN and
CARRIE STEIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,435 Equity

Ordered, this 21st day of November, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Jacob L. Cardin, Attorney Named in 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 $ 10,400.00

FILED 1959 NOV 21 AM 9:34

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JACOB L. CARDIN, Attorney

versus

WILLIAM STEIN and
CARRIE STEIN, 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 AM 10:33

11

LIBER 123 PAGE 484

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. 13,435 Equity
JACOB L. CARDIN, Attorney
vs.
WILLIAM STEIN and
CARRIE STEIN, his wife

Ordered, this 21st day of November, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Jacob L. Cardin, Attorney Named in 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 $10.400.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1960

We hereby certify, that the annexed Order Nisi - Sale Eq. 13435 William Stein

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.

No. M. G. 12520 1960 JAN -6 AM 10:27 By [illegible] Tilghman

12

LIBER 123 PAGE 485

In the Case of

Jacob L. Cardin,
Attorney
vs.
William Stein
and
Carrie Stein, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,435 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

March 31, 1960

FILED

1960 APR -8 PM 3:38

Dr. Jacob L. Cardin, Attorney vs. William Stein and Carrie Stein, his wife in ac.

To Attorney for Fees, viz:	300	00		
To Attorney for Commissions, viz:	348	60	648	60
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	108	80		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Equitable Fire & Marine Ins. Co. - bond premium	44	00		
A. J. Billig & Co. - auctioneer's fee	50	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	11	55		
Hersh Stein - notary fees	1	50	248	63
To Attorney for Ground Rent, viz:				
Ground rent ($60.00) due 3/7/60 - adjusted - 2 months 11 days	23	30	23	30
To Sequoia Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	9,661	62	9,661	62
			10,633	65
Amount of mortgage claim filed	10,094	84		
Interest thereon from 9/28/59 to day of sale (11/18/59) - 8 weeks @ $12.12	96	96		
	10,191	80		
Cr. Amount allowed above	9,661	62		
Balance subject to decree in personam	530	18		

14

with Jacob L. Cardin, Attorney Cr.

1959						
Nov.	18	Proceeds of Sale	10,400	00		
		Interest on deferred payment of $10,400.00 - 4 months 7 days	220	11	10,620	11
		Refund 1959 State and County taxes- 1 month 12 days	13	54	13	54
					10,633	65

15

ORDER NISI LIBER 123 PAGE 488

Jacob L. Cardin,

Attorney

VERSUS

William Stein

and

Carrie Stein, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,435 Equity.

FILED 1960 APR -8 PM 3:38

ORDERED, This 8th day of April, 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 16th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of May next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of May, 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 MAY 18 PM 12:39

Benjamin Michaelson
Judge.

16

LIBER 123 PAGE 489

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. 13,435 Equity
JACOB L. CARDIN, Attorney
VERSUS
WILLIAM STEIN and CARRIE STEIN, his wife

Ordered, this 8th day of April, 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 16th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of May next.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk

A-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,435 Auditors Account William Stein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of May, 1960. The first insertion being made the 14th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1960 MAY -4 PM 1:41 By H. Tilghman

17

IN THE MATTER OF THE LIBER 123 PAGE 490 IN THE
MORTGAGED REAL ESTATE OF
THOMAS M. ROGERS AND * CIRCUIT COURT
HAZEL L. ROGERS, his wife
* FOR
* ANNE ARUNDEL COUNTY
No. 13,615 Equity
*

* * *

Mr. Clerk:

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

William W. Townshend, Jr.
Towns-Worth Bldg., South St.
Annapolis, Maryland
Attorney named in Mortgage

1980 JAN 25

L 2664

LIBER 123 PAGE 491

LIBER 976 PAGE 105

This Mortgage,

made this 26TH day of October in the year one thousand nine hundred and fifty-five, between THOMAS M. ROGERS and HAZEL L. ROGERS, his wife of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

THREE HUNDRED FIFTY FIVE THOUSAND/DOLLARS - ($5,350.00)

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

By the payment of FORTY THREE DOLLARS - - - - - - - - - - - - - - - - ($43.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 26th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

BEGINNING for the same at an iron pipe set on the west side of the County Road leading from Shadyside State Road to the Bay Shore past Mamie Crandall's property; said pipe being located South 27° 58' East, 355.36 ft. along the center line of said County Road and South 62° 02' West, 15 ft. from the center line intersection of the County Road and the State Road; and running from thence and with the west side of said County Road, South 27° 58' East, 1304.76 ft. to a pipe set where a fence line intersects said west side of said road; thence with said line of fence, North 88° 41' West, 670.53 ft. to a pipe and North 20° 31' West, 755.59 ft. to a fence post, one of the corners of Mamie Crandall's property; thence with the outlines of the same, and still with the fence line, North 71° 31' East, 282.43 ft. to a fence post; thence with the east side of an old abandoned road and a fence line, North 18° 28' West, 298.28 ft. to a fence post; and North 69° 15' East, 160.43 ft. to the place of beginning. Containing 12.34 acres, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in January 1953. BEING the same property acquired by Mamie L. Bass without deed around 1898. The tax records of Anne Arundel County will disclose that between the years 1898 and 1911, the aforementioned property was assessed to Mamie L. Bass and taxes have been paid on the same parcel through the year 1955. It further being the same property devised under Last Will and Testament of Mamie L. Bass, recorded in Liber R.G.P. 1, Folio 459, unto Henry W. Bass for life and remainder over to Emma Crandall Rogers, who departed this life prior to her husband, Frank A. Rogers, who died on March 31, 1952. Under his Last Will and Testament, the aforementioned property was devised unto his son, Milton E. Rogers, his only child at law, as will appear by reference to Will Liber R.G.P. 4, Folio 382, and further being the same property conveyed to the within-named Mortgagors by Milton E. Rogers and wife by deed dated February 19, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 748, Folio 218.

1960 JAN 25 AM 11:04

2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Thomas M. Rogers (SEAL)
Thomas M. Rogers

Hazel L. Rogers (SEAL)
Hazel L. Rogers

(SEAL)

LIBER 123 PAGE 494

LIBER 976 PAGE 108

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 26TH day of October, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas M. Rogers and Hazel L. Rogers, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wheeler
NOTARY PUBLIC

My Commission expires 5/6/57

NORWOOD A. WHEELER

Rec'd for record Oct. 27, 1955, at 1:00 P.M.
Per George T. Cromwell, Clerk.
Mailed to Wm. W. Townshend, Esq.

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

MORTGAGE

FROM

THOMAS M. ROGERS AND

HAZEL L. ROGERS, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 27 day of Oct. 19 55 at 1 o'clock P.M.
Same day recorded in Liber G.T.C. No. 976 folio 105 &c. one of the Land Records of Anne Arundel County and examined per Clerk.
Cost of Record $ 1.50

LIBER 123 PAGE 495

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THOMAS M. ROGERS AND HAZEL L. ROGERS, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY # 13,615 Equity

* * *

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from United Federal Savings and Loan Association of Glen Burnie and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 976, folio 105		$ 5,350.00
Total amount paid on acct. of principal	$ 724.32	
Credit expense account	62.53	786.85
		$ 4,563.15
Interest due - to Feb. 16, 1960		104.84
Total amount of indebtedness due		$ 4,667.99

Willard Townshend

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of January, 1960, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Viola J. Brown

Viola J. Brown, Notary Public.

1960 JAN 25 AM 10:05

6

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 123 PAGE 496

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of January, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, WILLIAM W. TOWNSHEND, JR.

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.)

Thomas M. Rogers and Hazel L. Rogers

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 25th day of January, 1960.

Notarial Seal

Viola J. Brown
Viola J. Brown Notary Public

My Commission will expire on: May 1, 1961

Filed,

1960 JAN 25 AM 10:15

7

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

Attorney's Sale

Of Valuable Fee Simple Property

CONTAINING TEN ACRES IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from Thomas M. Rogers and Hazel L. Rogers, his wife, dated October 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 976, folio 105, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, February 16, 1960 at 11:00 O'Clock A.M.

all that fee simple property situate, being and lying in the Seventh Election District of Anne Arundel County more particularly described as follows, that is to say:

BEGINNING for the same at an iron pipe set on the west side of the County Road leading from Shadyside State Road to the Bay Shore past Mamie Crandall's property; said pipe being located South 27 degrees 58 minutes East, 355.36 ft. along the center line of said County Road and South 62 degrees 02 minutes West, 15 ft. from the center line intersection of the County Road and the State Road; and running from thence and with the west side of said County Road, South 27 degrees 58 minutes East, 1304.76 ft. to a pipe set where a fence line intersects said west side of said road; thence with said line of fence, North 88 degrees 41 minutes West, 670.53 ft. to a pipe and North 20 degrees 31 minutes West, 755.59 ft. to a fence post, one of the corners of Mamie Crandall's property; thence with the outlines of the same, and still with the fence line, North 71 degrees 31 minutes East, 282.43 ft. to a fence post; thence with the east side of an old abandoned road and a fence line, North 18 degrees 23 minutes West, 298.28 ft. to a fence post; and North 69 degrees 15 minutes East, 160.43 ft. to the place of beginning. Containing 12.34 acres, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in January, 1953.

SAVINGS AND EXCEPTING, however, a 1.79 acre tract, more or less, released from under the legal effect and operation of said mortgage on April 10, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1111, folio 431.

BEING a part of the 12.34 acre tract conveyed by Milton E. Rogers and wife to Thomas M. Rogers and Hazel L. Rogers, his wife, by deed dated February 19, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH 748, folio 218.

This property is improved by a dwelling with modern conveniences and outbuildings.

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

For further particulars, apply to:

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

ROBERT H. CAMPBELL, Auctioneer

F-11

OFFICE

Maryland Gazette

Published by LIBER 123 PAGE 497

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 12, 1960

We hereby certify, that the annexed

Attorney's Sale

Thomas M. Rogers

Equity No. 13,615

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of February, 1960. The first insertion being made the 21st day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 FEB 13 AM 9:38

By H. Tilghman

8

LIBER 10 PAGE 181

NEW AMSTERDAM CASUALTY COMPANY

LIBER 123 PAGE 498

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

No. 13,615 Equity

BOND NO. 299938

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIXTY-TWO HUNDRED AND 00/100 ($6200.00) 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 1st day of February, 1960.

WHEREAS: by virtue of a power of sale contained in a mortgage from Thomas M. Rogers and Hazel L. Rogers, his wife, to the United Federal Savings and Loan Association, bearing date on or about October 26-1955, the said William W. Townshend Jr., as Assignee, is authorized and empowered to make sale of the property described in said mortgage in case default should occur in the principal debt secured by said mortgage, or of the interest thereon in whole or in part; and

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

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

Witness as to Principal:
Viola J Brown

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

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

NEW AMSTERDAM CASUALTY COMPANY
By R. H. Nichols
R.H.Nichols Attorney-in-Fact

Bond approved this 15th day of February, 1960.
George T. Cromwell, Clerk

FILED
1960 FEB 15 AM 10:51

9

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

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

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Property

CONTAINING TEN ACRES

in the Seventh Election District of
Anne Arundel County
Maryland

Under and by virtue of a power of sale contained in a mortgage from Thomas M. Rogers and Hazel L. Rogers, his wife, dated October 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 976, folio 105, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Feb. 16, 1960

at 11:00 o'clock, a. m.

all that fee simple property situate, being and lying in the Seventh Election District of Anne Arundel County more particularly described as follows, that is to say:

BEGINNING for the same at an iron pipe set on the west side of the County Road leading from Shadyside State Road to the Bay Shore past Mamie Crandall's property; said pipe being located South 27 degrees 58 minutes East, 355.36 ft. along the center line of said County Road and South 62 degrees 02 minutes West, 15 ft. from the center line intersection of the County Road and the State Road; and running from thence and with the west side of said County Road, South 27 degrees 58 minutes East, 1304.76 ft. to a pipe set where a fence line intersects said west side of said road; thence with said line of fence, North 88 degrees 41 minutes West, 670.53 ft. to a pipe and North 20 degrees 31 minutes West, 755.59 ft. to a fence post, one of the corners of Mamie Crandall's property; thence with the outlines of the same, and still with the fence line, North 71 degrees 31 minutes East, 282.43 ft. to a fence post; thence with the east side of an old abandoned road and a fence line, North 18 degrees 28 minutes West, 298.28 ft. to a fence post; and North 69 degrees 15 minutes East, 160.43 ft. to the place of beginning. Containing 12.34 acres, more or less, as surveyed by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor in January 1953.

SAVING AND EXCEPTING, however, a 1.79 acre tract, more or less, released from under the legal effect and operation of said mortgage on April 10, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1111, folio 431.

BEING a part of the 12.34 acre tract conveyed by Milton E. Rogers and wife to Thomas M. Rogers and Hazel L. Rogers, his wife, by deed dated February 19, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 748, folio 218.

This property is improved by a dwelling with modern conveniences and outbuildings.

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

For further particulars, apply to:

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

FILED
1960 FEB 19 AM 10:52

2/

LIBER 123 PAGE 501.

FILED 1960 FEB 19 AM 10:51

Tuesday, February 16, 1960
Annapolis, Maryland

I hereby certify that I have this 16th day of February, 1960, sold the property described on the reverse hereof unto Anna A. Hazard and Norman T. Hazard at and for the sum of Six Thousand One Hundred and Fifty Dollars ($6,150.00), they being then and there the highest bidders therefor; and I hereby further certify that said sale was fairly made.

Robert H. Campbell

Tuesday, February 16, 1960
Annapolis, Maryland

I/We hereby certify that I/we have this 16th day of February, 1960, purchased from William V. Townshend, Jr., Attorney, the within described property, at and for the sum of Six Thousand One Hundred and Fifty Dollars ($6,150.00) and I/we hereby agree to comply with the terms of sale.

Anna A. Hazard
Norman T. Hazard

LIBER 123 PAGE 502

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THOMAS M. ROGERS AND HAZEL L. ROGERS, his wife

* * * * *

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,615 Equity

* * *

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Thomas M. Rogers and Hazel L. Rogers, his wife, dated October 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 976, folio 105, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, February 16, 1960, at 11:00 o'clock A.M. and then and there sold the said property unto Anna A. Hazard and Norman T. Hazard, at and for the sum of Six Thousand One Hundred and Fifty Dollars ($6,150.00) being at that figure the highest bidder therefor, said property described as follows:

All that fee simple property situate, being and lying in the Seventh Election District of Anne Arundel County more particularly described as follows, that is to say: Beginning for the same at an iron pipe set on the west side of the County Road leading from Shadyside State Road to the Bay Shore past

FILED 1960 FEB 19 AM 10:51

13

Mamie Crandall's property; said pipe being located South 27 degrees 58 minutes East, 355.36 ft. along the center line of said County Road and South 62 degrees 02 minutes West, 15 ft. from the center line intersection of the County Road and the State Road; and running from thence and with the west side of said County Road South 27 degrees 56 minutes East, 1304.76 ft. to a pipe set where a fence line intersects said west side of said road; thence with said line of fence, North 88 degrees 41 minutes West 670.53 ft. to a pipe and North 20 degrees 31 minutes West 755.59 ft. to a fence post, one of the corners of Mamie Crandall's property; thence with the outlines of the same, and still with the fence line, North 71 degrees 31 minutes East, 282.43 ft. to a fence post; thence with the east side of an old abandoned road and a fence line, North 18 degrees 28 minutes West, 298.28 ft. to a fence post; and North 69 degrees 15 minutes East, 160.43 ft. to the place of beginning. Containing 12.43 acres, more or less, as surveyed by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor in January 1953.

SAVING AND EXCEPTING, however, a 1.79 acre tract, more or less, released from under the legal effect and operation of said mortgage on April 10, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.A.C. No. 1111, folio 431.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: Cash. A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time and place of sale, balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to

bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of February, 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial Seal.

Viola J. Brown, Notary Public

15

ORDER NISI

In The Matter of The Mortgaged Real Estate of Thomas M. Rogers and Hazel L. Rogers, his wife

versus

LIBER 123 PAGE 505

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,615 Equity

Ordered, this 19th day of February, 19 60, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of March next.

The report states that the amount of sale was $ 6,150.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 FEB 19 AM 10:51

TEST: _____ Clerk.

(Final Order)

In The Matter of The Mortgaged Real Estate of Thomas M. Rogers and Hazel L. Rogers, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2nd day of April, 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.

Matthew S. Evans
JUDGE.

FILED
1960 APR -4 AM 11:29

16

LIBER 1258 PAGE 391 LIBER 123 PAGE 506

Equity No. (3,2)

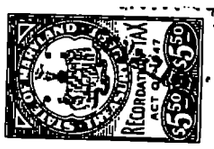
THIS MORTGAGE, Made this 1st day of October 1958 by and between Thomas Rogers and Hazel Rogersm his wife of Anne Arundel ~~City~~ County, State of Maryland, party of the first part, and Mortgagor, and Monarch Corporation of America party of the second part, and Mortgagee.

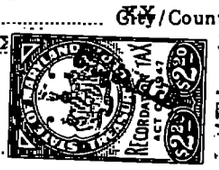
WITNESSETH, that whereas the said Mortgagor is indebted unto the said Mortgagee in the sum of Six thousand, six hundred and sixty dollars------ Dollars ($6660.00)

and has agreed to repay same in 120 consecutive monthly installments of $49.50 (Forty-nine dollars and fifty cents Dollars ($49.50), payable on the 1st day of each month beginning November 1, 1958 and a final payment of ..... Dollars ($.....).

WHEREAS, the said Mortgagor, desiring and intending to secure the prompt payment of said sum of money and each and all installments thereof, executes this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its executors, administrators, heirs, successors and assigns, the following property, the improvements thereon being known as No. ..... ~~City~~ County, Maryland, and being more particularly described in a Deed from ..... to said Mortgagor, dated ..... and recorded among the Land Records of Anne Arundel ~~City~~ County, in Liber GTC No. 926, Folio 105 subject to an annual ground ..... Dollars ($.....), in fee simple, and





the following property the improvements thereon being known as No. ..... City/County, Maryland, and being more particularly described in a Deed from ..... to said Mortgagor, dated ..... and recorded among the Land Records of ..... City/County, in Liber ..... No. ..... Folio ....., subject to an annual ground rent of ..... Dollars ($.....), in fee simple.

PROVIDED if the Mortgagor shall pay the said Mortgage debt and all interest and shall perform all the covenants thereof, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, said Mortgagor, his executors, administrators, heirs or assigns, shall possess the aforesaid property upon paying all taxes, water rent, interest, principal and insurance premiums on this or prior Mortgages, if any there be, as the same become due and payable, and the ground rent, if any, and all other charges of every kind, levied or assessed, or to be levied or assessed, on said Mortgaged property, which taxes, assessments, public dues, charges, Mortgage debt and interest, the said Mortgagor does hereby covenant to pay when legally demandable. Upon any default herein the entire Mortgage debt shall be deemed due and demandable 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 (2) also authorize the said Mortgagee, its successors or assigns, or its Agent or 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 City or County 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.

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 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 Mortgagee or its assignee 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 a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, his heirs, personal representatives, successors 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, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before the sale thereof.

And the said Mortgagor agrees that the remedies available to any holder or assignee of the note or instrument, or both, are cumulative, and the exercise of one remedy shall not bar the use or exercise of any other remedy.

And the said mortgagor, for himself, his heirs, personal representatives and assigns, covenants to keep all buildings subject hereto in good and substantial repair and will not permit or suffer any waste thereof, and further, will not tear down or materially change or attempt to do so, or permit the tearing down or material change of the improvements on the property, if any, without the consent of the Mortgagee.

And the said Mortgagor does covenant to insure, and pending the existence of this Mortgage, to keep insured in some company satisfactory to the said Mortgagee, its personal representatives, successors or assigns, the improvements on the hereby mortgaged property to the extent of said Mortgage lien or claim hereunder, and said policy or policies shall be delivered to the Mortgagee and properly endorsed so that the proceeds thereof may be payable to the Parties as their respective interests may appear.

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 said Mortgagor S.....

WITNESS, as to all

Albert F. Reisfeld

ALBERT F REISFELD

Petitioner's Exhibit 1

Thomas Rogers (Seal)

Thomas Rogers

Hazel Rogers (Seal)

Hazel Rogers

1959 JUN 20 AM 11:00 (Seal)

(Seal)

1960 MAR 10 PM 1:56

17

STATE OF MARYLAND LIBER 123 PAGE 507 LIBER 1258 PAGE 392
to wit:

I Hereby Certify that on this 31st day of October 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~/County aforesaid, personally appeared Thomas Rogers and Hazel Rogers, his wife the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Albert F. Reisfeld, President Monarch Corp. of America and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal

Julian Schiago
Notary Public

8.50

Recorded: Dec. 10, 1958 at 9.28 A.M.

ASSIGNMENT

Baltimore, Md., November 13, 1958

FOR VALUE RECEIVED, I/we hereby assign all our right, title, interest and estate in and to the within Mortgage to Irvin Zeiger and Zelda Zeiger

AS WITNESS ~~my~~/our hands and seals the day and year first above written.

(Corporate Seal Here.)

Test: Paul Bandera

Monarch Corporation of America (Seal)

By: Albert F. Reisfeld, Pres. (Seal)
Albert F. Reisfeld, President

100

Rec'd for record Dec 10 1958 at 9.27 A.M.
Mailed to William Greenfeld

Mortgage

FROM

THOMAS ROGERS and

HAZEL ROGERS, HIS WIFE

TO

MONARCH CORPORATION OF AMERICA

Return to:
William Greenfeld, Esq.
600 Court Square Bldg.
Baltimore 2, Md.

RECEIVED FOR RECORD on the day of ... A.D. 195 at ... o'clock ... M. and recorded in Liber No. ... at folio ... one of the Land Records of ... City/County.

Cancel

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 DEC 10 AM 9:27
& RECORDED IN LIBER GTC NO. 1258 FOLIO 391
GEO. T. CROMWELL, CLERK

Cancel

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 DEC 10 AM 9:28
& RECORDED IN LIBER GTC NO. 1258 FOLIO 392
GEO. T. CROMWELL, CLERK

Form 91 5-57 5000

Clerk
8.50
1.00
9.50

Cancel

TEST.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year above written.

day of ..... 19.....

RELEASE

& VALUE RECEIVED, the within Mortgage and the debt thereby secured is hereby released by the undersigned this .....

LIBER 123 PAGE 508

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. 13,615 Equity

In The Matter of The Mortgaged Real Estate of Thomas M. Rogers and Hazel L. Rogers, his wife

Ordered, this 19th day of February, 1960, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of March next.

The report states that the amount of sale was $6,150.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
M-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 30, 1960

We hereby certify, that the annexed Order Nisi Sale Eq 13,615 Thomas M. Rogers 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 March, 1960. The first insertion being made the 25th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 APR -1 PM 2:04

No. M. G. 13365

By H. Tilghman

18

LIBER 123 PAGE 509

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~xxx~~
Thomas M. Rogers
and
Hazel L. Rogers, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,615 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 R. Jicklin
Auditor.

April 11, 1960

FILED

1960 APR 11 PM 12:31

19

Dr. In the Matter of the Mortgaged Real Estate of Thomas M. Rogers and Hazel L. Rogers, his wife

			in ac.	
To Attorney for Commissions, viz:	215	77		
To Attorney for Fee, viz:	100	00	315	77
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	18	00	57	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	91	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	16	57		
New Amsterdam Casualty Co.-bond premium	24	80		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	57		
One-half State documentary stamps	7	15		
Viola J. Brown - notary fees	1	50	216	59
To Attorney for Taxes, viz: 1960 State and County Taxes ($47.92) - 1 month 16 days	6	00	6	00
To United Federal Savings & Loan Ass'n. of Glen Burnie, mortgagee - in full for mortgage claim	4,667	99	4,667	99
To Irvin Zeiger and Zelda Zeiger, his with, Assignees of second mortgage filed in these proceedings - this balance on account claim filed	928	25	928	25
			6,192	35
Amount of second mortgage claim	3,818	25		
Interest from 6/1/59 to 2/16/60 - 8 months 15 days	171	82		
	3,990	07		
Cr. Amount allowed above	928	25		
Balance subject to decree in personam	3,061	82		

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

1960				
Feb.	16	Proceeds of Sale	6,150 00	
		Interest on deferred payment of $5,650.00 to 3/30/60	42 35	6,192 35
				6,192 35

ORDER NISI LIBER 123 PAGE 512

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Thomas M. Rogers and Hazel L. Rogers, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 13,615 Equity.

ORDERED, This 11th day of April, 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 16th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of May next.

FILED 1960 APR 11 PM 12:31

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of May, 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 MAY 18 PM 12:40

Benjamin Nicholson
Judge

LIBER 123 PAGE 513

OFFICI)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,615 Equity
In the Matter of the Mortgaged Real Estate of THOMAS M. ROGERS and HAZEL L. ROGERS, his wife

Ordered, this 11th day of April, 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 16th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of May next.

GEORGE T. CROMWELL, Clerk
TRUE COPY. TEST:
GEORGE T. CROMWELL, Clerk

A-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,615.
Auditor Account

Thomas M. Rogers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of May, 1960. The first insertion being made the 14th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. _____ 1960 MAY -4 PM 1:36 By A. Tilghman

23

PETITION FOR FORECLOSURE

LIBER 123 PAGE 514

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

VS.

EDWARD M. HICKS AND JESSIE C. HICKS, HIS WIFE,
Lot No. 8, Block C
~~Bodkin Plains~~
Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

13,534 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 28th day of February A. D. 1956 the defendant executed and delivered to Progress Federal Savings and Loan Association a mortgage upon certain leasehold property in the ~~City of Baltimore~~ County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $ 7,730.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. That said mortgagors have defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said mortgage and have continued said default to the date hereof.

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

And as in duty, &c.

Paul F. Due
Paul F. Due *Attorney for Plaintiff*

1959 NOV 21 PM 3:20

3586

LIBER 1004 PAGE 502 LIBER 123 PAGE 515

No. 13,534

This Mortgage, Made this 28th day of February, in the year one thousand, nine hundred and fifty-six, between Edward M. Hicks and Jessie C. Hicks, his wife

of Anne Arundel County, in the State of Maryland, Mortgagor (throughout this mortgage, the word "Mortgagor" and the singular number and masculine gender used in referring to the "Mortgagor" shall be deemed to constitute joint and several reference to the signer or signers of this mortgage, regardless of actual number and gender), and PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Seven Thousand Seven Hundred and Thirty ($7,730.00) Dollars, being part of the purchase money for the property hereinafter described: E.M.H.-J.C.H.

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

By the payment of Seventy-two & 00/100 ($72.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. E.M.H.-J.C.H.

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

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

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

BEING known as Lot No. 8, Block C, as shown on the Second Revised Plat of Bodkin Plains, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

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

FILED
1959 NOV 21 AM 9:29

2

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

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefits of renewal forever; subject to the payment of the yearly rent of $108.00 payable one-half yearly on the 9th days of February and August in each and every year.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest herein above specified from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity; and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, 180 days' interest, at the rate specified in this mortgage, on the amount prepaid, may be charged by said Mortgagee.

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

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

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

WITNESS the hand S and seal S of the said Mortgagor S.

WITNESS:

Samuel E. Proctor, Jr.

Edward M. Hicks (SEAL)
Edward M. Hicks

Jessie C. Hicks (SEAL)
Jessie C. Hicks

(SEAL)

(SEAL)

4

5

LIBER 123 PAGE 518
LIBER 1004 PAGE 505

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 28th day of XXXXXX February, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County of Baltimore XXXXXXXXX personally appeared Edward M. Hicks and Jessie C. Hicks, his wife the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Leonard E. Mason, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

SAMUEL E. PROCTOR, JR. NOTARY PUBLIC BALTIMORE, MD.

Samuel E. Proctor, Jr. *Notary Public.*

My commission expires May 6, 19 57.

Rec'd for record Feb 29 1956 at 1.00 P.M.
Mailed to Due, Nickerson, Whiteford & Taylor

MORTGAGE

FROM

EDWARD M. HICKS AND JESSIE C. HICKS, HIS WIFE

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 29 Feb. 19 56 at 1 o'clock P. M. Same day recorded in Liber G.T.C. No. 1004 Folio 502 etc., one of the Land Records of Baltimore City, and examined per GEORGE T. CROMWELL, Clerk, Clerk.

Cost of Record, $

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

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

DR. 2.00 Feb. 19

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

LIBER 123 PAGE 519

PROGRESS FEDERAL S & L ASS'N

200 West Saratoga Street

vs.

Edward M. Hicks and wife

Lot #8 - Blk C - Dunn Avenue

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

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

13,534 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Clayton Demarest, Jr., President of Progress Federal Savings and Loan Association

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

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

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

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

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

PROGRESS FEDERAL SAVINGS AND LOAN ASS'N

Clayton Demarest

Affiant.

Clayton Demarest, Jr., President

Subscribed and sworn to before me

this 13th day of November 1959

Sabina M. Ragland

Notary Public

Sabina M. Ragland

FILED

1959 NOV 21 AM 9:29

6

STATEMENT OF MORTGAGE CLAIM

LIBER 123 PAGE 520

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

vs.

EDWARD M. HICKS AND JESSIE C. HICKS, HIS WIFE

Lot No. 8, Block C
Bodkin Plains
Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

13,534 Equity

STATEMENT OF MORTGAGE DEBT

ORIGINAL AMOUNT OF MORTGAGE		$7,730.00
Add: Taxes, Late Payment charges, ground rent and insurance		889.81
Interest		1,622.75
		$ 10,242.56
Less: Payments to date		$2,915.33
TOTAL DUE		$7,327.23

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th day of November in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for ~~said City~~ County of Baltimore, personally appeared Clayton Demarest, President of Progress Federal Savings and Loan Association the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Sarah C. Kirby *Notary Public.*

My Comm. Expires: May 1, 1961

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DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 123 PAGE 521

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

vs.

EDWARD M. HICKS AND JESSIE C. HICKS, HIS WIFE
Lot No. 8, Block C
Bodkin Plains
Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

13,534 Equity

TERM, 19

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

It, is, Thereupon, This 23rd day of November in the year nineteen hundred and fifty-nine, by the Circuit Court of Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Samuel E. Proctor, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $8,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months (or all cash as the purchaser may elect) the credit payment to bear interest from the day of sale and to be secured by the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

D Brian Duckett
Judge

FILED
1959 NOV 23 AM 11:51

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Trustee's Bond LIBER 123 PAGE 522 No. 13,551 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 10 PAGE 147

THAT WE Samuel E. Proctor, Jr., 301 N. Charles Street, Baltimore 1, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand and No/100 - - - - - - - - - - - - - ($8,000.00) - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 21st day of December in the year of our Lord one thousand nine hundred and fifty-nine.

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

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

vs.

Edward M. Hicks and Jessie C. Hicks, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

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

[signature] (SEAL)
Samuel E. Proctor, Jr.
(SEAL)
MARYLAND CASUALTY COMPANY (SEAL)
By [signature] (SEAL)
Elsie C. Evans, *Attorney-in-Fact*

Signed, sealed and delivered in the presence of

[signature]
Carol Armstrong

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell or Roberta H. Taylor, or Elsie C. Evans, or Edward Annen its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County/ State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1950.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier
Assistant Secretary

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

December 21, 1959

MARYLAND CASUALTY COMPANY

D. W. Vauthier
Assistant Secretary

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REPORT OF SALE

LIBER 123 PAGE 523

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

vs.

EDWARD M. HICKS AND JESSIE C. HICKS, HIS WIFE,
Lot No. 8, Block C
Bodkin Plains
Anne Arundel County, Md.

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

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

The Report of Sale of Samuel E. Proctor, Jr.

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

leasehold premises known as Lot No. 8, Block C, Bodkin Plains

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

The Maryland Gazette

a weekly ~~xxxxx~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 21st day of December 1959 at 2:00 o'clock P. M. attend on the premises and then and there sold

said leasehold premises at and for the cash price of $6,300.00 unto Harry L. Goldberg and Belle Goldberg, his wife.

Samuel E. Proctor, Jr., Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 21st day of December 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore ~~xxxxxx~~ personally appeared Samuel E. Proctor, Jr.

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

As witness my hand and Notarial Seal,

Sarah C. Kirby
My Comm. Expires: May 1, 1961

Notary Public.

1959 DEC 22 PM 4:03

10

LIBER 123 PAGE 524

IN THE MATTER OF

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

EDWARD M. HICKS and JESSIE C. HICKS, his wife

In The Circuit Court For

ANNE ARUNDEL COUNTY, in equity

. . . . .

Due, Nickerson, Whiteford & Taylor
Solicitors
200 Meyerhoff Building

Trustee's Sale

Of Desirable Leasehold Dwelling Property

Located On Dunn Road, Bodkin Plains, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from Edward M. Hicks and Jessie C. Hicks, his wife, dated February 28, 1956, to Progress Federal Savings and Loan Association, a body corporate, and recorded among the land records of Anne Arundel County, default having occurred there the undersigned Trustee will sell at public auction on the premises on

Monday, Dec. 21, 1959
At 2 O'Clock P.M.

ALL THAT LOT OF GROUND SITUATE AND LYING in Anne Arundel County, Md. and described as follows:

Being known as Lot No. 8, Block C, as shown on the Second Revised Plat of Bodkin Plains, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

Being the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Conduit, Inc., unto the mortgagors herein. Subject to an annual ground rent of $108 and IMPROVED BY A MODERN 1-STORY FRAME DWELLING

Terms of Sale: CASH. A deposit of $750 will be required of the purchaser at time and place of sale; balance in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County. Taxes, 6 per cent interest on unpaid portion of purchase price, Metropolitan District liens if any and all other charges to be adjusted as of date of sale.

Samuel E. Proctor, Jr., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert Street
Baltimore 2, Md.
Plaza 2-4868 D-17

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 21st day of December, 1959, sold the property described in the attached advertisement of sale at and for the sum of $6,300 to Harry L. Goldberg, Belle Goldberg, being at that figure the highest bidder therefor, and I furthur certify that the said sale was fairly made.

Alex Cooper
Alex Cooper, Auctioneer

PURCHASER'S AGREEMENT

I certify that I have this 21st day of December, 1959, purchased the property described in the attached advertisement of sale from Samuel E. Proctor, Jr., Trustee at and for the sum of $6,300 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Harry L. Goldberg
Purchaser

Belle Goldberg
Purchaser

1959 DEC 22 PM 4:03

ORDER NISI

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland
versus
EDWARD M. HICKS AND JESSIE C. HICKS, HIS WIFE

LIBER 123 PAGE 525

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,534 Equity

Ordered, this 22nd day of December, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Samuel E. Proctor, Jr., Trustee

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.

The report states that the amount of sale was $ 6,300.00

FILED 1959 DEC 22 PM 4:08

True Copy,

[signature] Clerk.

TEST: Clerk.

(Final Order)

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland
versus
EDWARD M. HICKS AND JESSIE C. HICKS HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3d day of February, 1960, 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 Nicholson
JUDGE.

FILED
960 FEB -3 PM 3:44

12

Due, Nickerson, Whiteford & Taylor
Solicitors
200 Meyerhoff Building

Trustee's Sale

Of Desirable Leasehold Dwelling Property

Located On Dunn Road, Bodkin Plains, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from Edward M. Hicks and Jessie C. Hicks, his wife, dated February 28, 1956, to Progress Federal Savings and Loan Association, a body corporate, and recorded among the land records of Anne Arundel County, default having occurred there the undersigned Trustee will sell at public auction on the premises on

Monday, Dec. 21, 1959
At 2 O'Clock P.M.

ALL THAT LOT OF GROUND SITUATE AND LYING in Anne Arundel County, Md. and described as follows:

Being known as Lot No. 8, Block C. as shown on the Second Revised Plat of Bodkin Plains, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

Being the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Condult, Inc., unto the mortgagors herein. Subject to an annual ground rent of $108 and IMPROVED BY A MODERN 1-STORY FRAME DWELLING

Terms of Sale: CASH. A deposit of $750 will be required of the purchaser at time and place of sale; balance in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County. Taxes, 6 per cent interest on unpaid portion of purchase price, Metropolitan District liens if any and all other charges to be adjusted as of date of sale.

Samuel E. Proctor, Jr., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert Street
Baltimore 2, Md.
Plaza 2-4668

D-17

OFFICE

Maryland Gazette

Published by LIBER 123 PAGE 526

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

Trustee's Sale

Edward M. Hicks

13,534

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 24th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1960 JAN -6 AM 11:08

By N. Tilghman

13

LIBER 123 PAGE 527

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. 13.534 Equity
PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate of the State of Md.

vs.

EDWARD M. HICKS and JESSIE C. HICKS, his wife

Ordered, this 22nd day of December, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Samuel E. Proctor, Jr., Trustee, 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 three sucessive weeks before the 1st day of February next.

The report states that the amount of sale was $6,300.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

J-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13.534 Edward M. Hicks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of February, 1960. The first insertion being made the 29th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 12548 ~~960~~ FEB -3 AM 11:08

By H. Tilghman

14

In the Case of

Progress Federal Savings and Loan Association

vs.

Edward M. Hicks

and

Jessie C. Hicks, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,534 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. Jiekling
Auditor.

April 5, 1960

FILED

1960 APR 18 PM 1:04

Dr. Progress Federal Savings and Loan Association vs. Edward M. Hicks and Jessie C. Hicks, his wife in ac.

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions as agreed, viz:	100	00	150	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	59	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital- Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	38	00		
Maryland Casualty Co. - bond premium	32	00		
Alex Cooper - auctioneer's fee	96	25		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	7	15		
Sarah C. Kirby - notary fees	1	00		
Sabina M. Ragland - notary fee		50	265	00
To Trustee for Ground Rent, viz: Ground rent of $54.00 due 2/9/60 - adjusted - 4 months 12 days	39	60	39	60
To Progress Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,888	49	5,888	49
			6,394	59
Amount of mortgage claim filed	7,327	23		
Cr. Amount allowed above	5,888	49		
Balance subject to decree in personam	1,438	74		

with Samuel E. Proctor, Jr., Trustee Cr.

1959						
Dec.	21	Proceeds of Sale	6,300	00		
		Interest on deferred payment - 2 months 27 days	91	35	6,391	35
		Refund 1959 State and County taxes- 9 days	3	24	3	24
					6,394	59

ORDER NISI LIBER 123 PAGE 531

Progress Federal Savings and Loan Association

VERSUS

Edward M. Hicks

and

Jessie C. Hicks, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,534 Equity.

ORDERED, This 18th day of April 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 23rd day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of May next.

FILED APR 18 PM 1:04 1960

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of May, 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 MAY 24 PM 12:06

Matthew S. Evans

Judge

18

OFFICE F

LIBER 123 PAGE 532

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. 13,534 Equity
PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION
Versus
EDWARD M. HICKS and JESSIE C. HICKS, his wife

Ordered, this 18th day of April 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 23rd day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,534
Auditors Account

Edward M. Hicks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of May, 1960. The first insertion being made the 21st day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1960 MAY -9 AM 9:56

By N. Tilghman

19

LIBER 123 PAGE 533

WALTER S. CALWELL, Assignee Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HOLLIS M. BARNES AND CARROLL M. BARNES, HIS WIFE, Defendants	:	(In Equity)

No. 13,584 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 Hollis M. Barnes and Carroll M. Barnes, his wife to The Title Guarantee Company, dated March 11th, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 459 folio 517, with Short Assignments thereon, the last one to the Plaintiff duly recorded among the aforesaid Land Records.

Walter S. Calwell

Walter S. Calwell, Assignee
Baltimore Federal Building,
Baltimore, 2, Maryland

Le 9-6841

FILED

1960 JAN -6 PM 2:32

LIBER 123 PAGE 534
LIBER 459 PAGE 517

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

No. 13,584 Equity

MORTGAGE

THIS MORTGAGE, Made this 11th day of March, A. D. 1948, by and between HOLLIS M. BARNES and CARROLL M. BARNES, his wife, of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE TITLE GUARANTEE COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~
~~(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)~~

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-four Hundred Dollars ($ 6400.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Title Guarantee Company, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-eight and 78/100 Dollars ($ 38.78), commencing on the first day of April, 1948, 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 March, 1968. 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 Administrator. Said mortgagors have passed to mortgagee their negotiable promissory note in said sum, of even date, in monthly instalments, with interest, and secured hereby.

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. Said principal sum was used by the mortgagors as part of the purchase money of the hereinafter described property.

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—4139

BEGINNING for the same at the intersection formed by the west line of First Street, as now laid out 55 feet wide, and the extension easterly of the center line of a party wall constructed in part on the land herein described, said point of beginning being also distant forty-three feet eleven inches southerly, measured along the west line of First Street, from the south line of Townsend Avenue, as now laid out 30 feet wide; and running continuously north seventy-eight degrees west one hundred feet, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the east line of a 15-foot alley, as now laid out, with the right of use thereof in common with others; thence, binding on the east line of said alley, south 12 degrees west 17 feet 10 inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred feet, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of First Street; thence, binding on the said west line of First Street, north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements thereon being now known as No. 902 First Street.

BEING ~~the~~ same lot of ground which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the said mortgagors in fee simple.

1980 JAN -6 PM 2:12

PLAINTIFF'S EXHIBIT "A"

2

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, in fee simple.

TOGETHER with all bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing, and motors used in connection therewith.

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 Administrator for mortgage insurance premiums pursuant to the provisions of Title II 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 Administrator.

(*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 Administrator;
(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 Administrator, 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 of four and one-half per centum (4½%) per annum 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 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 provision 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 the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor 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 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty ——— days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Milton Brandt ———, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty ——— Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees 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 him 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 mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

Witness:

Albert E. Mitchell

Hollis M. Barnes [SEAL]
Hollis M. Barnes

Carroll M. Barnes [SEAL]
Carroll M. Barnes

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 11th day of March, 19 48, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared HOLLIS M. BARNES and CARROLL M. BARNES, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared George H. Schmidt, 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 E. Mitchell
Notary Public.

Recofded March 16th, 1948 at 10 A.M.

FOR VALUE RECEIVED, and without recourse, The Title Guarantee Company, hereby assigns the within mortgage to THE COUNTY TRUST COMPANY, (Tarrytown, New York)
Witness the Corporate Seal of said Company, and the signature of Vice President this 11th day of March, 1948.
Attest: THE TITLE GUARANTEE COMPANY
Asst. Secretary. Vice-President
Clifford L. Knight George H. Schmidt

Recorded March 16th, 1948 at 10 A.M.

Anne Arundel County

STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE
(Purchase Money)

HOLLIS M. BARNES
and wife TO
THE TITLE GUARANTEE COMPANY
assgd to
COUNTY TRUST COMPANY
TARRYTOWN, NEW YORK

Received for Record March 16, 1948
at 10 o'clock A.M. 9-14
Same day recorded in Liber No. 459
Folio 517, etc., one of the Mortgage Records of Anne Arundel County and examined per
Cost of Records, $ ....., Clerk.

No. 96075
Insured under the National Housing Act
And Rules and Regulations of the Federal Housing Administrator
For Mutual Mortgage Insurance
Dated November 1, 1934
As amended 459 520
FEDERAL HOUSING ADMINISTRATOR
By Authorized Agent.
Date .....

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—4139

APPLICATION NO. 96075
WRITTEN BY NPH
APPROVED BY
READY FOR RECORD

This rider is attached to and is a part of a certain mortgage mady by Hollis M. Barnes and Carroll M. Barnes, his wife, to The Title Guarantee Company dated March 11, 1948 and recorded March 16, 1948 in Liber No. 459, Page 517, and which mortgage was assigned by The Title Guarantee Company to The County Trust Company on March 11, 1948 and recorded March 16, 1948 in Liber No. 459, Page 520.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, on this 27th day of November 1959, hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

THE COUNTY TRUST COMPANY

BY: Mary T. Lynch
Assistant Secretary &
Mortgage Officer

The signature of Mary T. Lynch, Assistant Secretary and Mortgage Officer has been affixed and duly attested by Milan G. Byelick, Assistant Secretary this 27th day of November 1959.

SHORT ASSIGNMENT
OF MORTGAGE

FROM

THE COUNTY TRUST COMPANY

TO

WALTER S. CALWELL

459 520

Received for Record _____ 19____
at _____ o'clock ____M. Same day
recorded in Liber _____ No. _____
Folio _____ etc., one of the _____
Records of Baltimore County, and examined.
Per _____ Clerk.

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MARYLAND

100

WALTER S. CALWELL, Assignee,

Plaintiff

VS.

HOLLIS M. BARNES AND

CARROLL M. BARNES, HIS WIFE

IN THE

LIBER 123 PAGE 539

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,584 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from Hollis M. Barnes and Carroll M. Barnes, his wife

to The Title Guarantee Company

dated the 11th day of March 1946 and recorded among the

Land Records of Anne Arundel County in Liber J.H.H. No. 459

Folio 520 .

Amount of Mortgage	$6400.00
Less - amount paid on principal	2995.55
	3404.45
Plus - interest to 12/29/59 +70	67.33
	3307.91
Less - credit in escrow account	163.87
	3307.91

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 4th day of January in the year nineteen hundred and sixty before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph J. Callahan, Agent for The County Trust Company

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

1960 JAN -6 PM 2:

Clara M. Link

Notary Public

Clara M. Link

6

LIBER 123 PAGE 540

No. 13,584 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of January, 1960 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 Hollis M. Barnes and Carroll M. Barnes, 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

1960 JAN -6 PM 2:32

7

ASSIGNEE'S

~~Mortgagee and Attorney's~~ Bond.

LIBER 10 PAGE 171

1-369

New Amsterdam Casualty Company

LIBER 123 PAGE 541

227 ST. PAUL STREET
BALTIMORE, MD.

50 JOHN STREET
NEW YORK, N.Y.

299950

Equity No. 13,584

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Md. as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY-FOUR HUNDRED AND 00/100 ($3400.00) - - - - - - - - - - - - - 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 4th - - - - - - - - - - - - - - - - - - - day of February - - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell - Assignee

by virtue of the power contained in a Mortgage from Hollis M. Barnes and Carroll M. Barnes his wife to The Title Guarantee Company

bearing date the 11th day of March nineteen hundred and forty-eight

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.

No. 459, Folio 517, and

#902 First Street 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 - Assignee

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. Spik

~~Attest~~ As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H. Nichols Attorney-in-Fact

Bond filed and approved
this 6th day of February 1960
George T. Cromwell Clerk

FILED
1960 FEB -6 AM 9:48

9

Callahan & Calwell, Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Assignee's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Hollis M. Barnes and Carroll M. Barnes, his wife to The Title Guarantee Company, dated March 11, 1948 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 459 folio 517 (default having occurred thereunder) the undersigned, Assignee, will sell at Public Auction on the premises on

Tues., Feb. 9th, 1960 at Three P.M.

all that fee simple property situate and lying near Brooklyn, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street, as now laid out 55 feet wide, and the extension easterly of the center line of a party wall constructed in part on the land herein described, said point of beginning being also distant forty-three feet eleven inches southerly, measured along the west line of First Street, from the south line of Townsend Avenue, as now laid out 30 feet wide; and running continuously north seventy-eight degrees west one hundred feet, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the east line of a 15-foot alley, as now laid out, with the right of use thereof in common with others; thence, binding on the east line of said alley, south 12 degrees west 17 feet 10 inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred feet, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street, north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements thereon being now known as No. 902 First Street.

TOGETHER with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto 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 two story brick, row, two family dwelling, containing 6 rooms and 2 baths with full basement and modern facilities.

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,
Assignee
E. T. NEWELL & CO. INC.,
Auctioneer

F-4

OFFI OF LIBER 123 PAGE 542

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1960

We hereby certify, that the annexed Assignee's Sale 13,584 Equity Hollis M Barnes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of February, 1960. The first insertion being made the 14th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 FEB -8 PM 1:43

By H. Tilghman

9

Callahan & Calwell, Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Assignee's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Hollis M. Barnes and Carroll M. Barnes, his wife to The Title Guarantee Company, dated March 11, 1948 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 459 folio 517 (default having occurred thereunder) the undersigned, Assignee, will sell at Public Auction on the premises on

Tues., Feb. 9th, 1960 at Three P.M.

all that fee simple property situate and lying near Brooklyn, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street, as now laid out 55 feet wide, and the extension easterly of the center line of a party wall constructed in part on the land herein described, said point of beginning being also distant forty-three feet eleven inches southerly, measured along the west line of First Street, from the south line of Townsend Avenue, as now laid out 30 feet wide; and running continuously north seventy-eight degrees west one hundred feet, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the east line of a 15-foot alley, as now laid out, with the right of use thereof in common with others; thence, binding on the east line of said alley, south 12 degrees west 17 feet 10 inches to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred feet, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of First Street; thence binding on the said west line of First Street, north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements thereon being now known as No. 902 First Street.

TOGETHER with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto 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 two story brick, row, two family dwelling, containing 6 rooms and 2 baths with full basement and modern facilities.

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,
Assignee
E. T. NEWELL & CO. INC.,
Auctioneer

F-4

LIBER 123 PAGE 543

WALTER S. CALWELL, Assignee	:	IN THE CIRCUIT COURT
VS.	:	FOR
HOLLIS M. BARNES AND CARROLL M. BARNES, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

No. 13,584 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, ~~Attorney~~ Assignee Named in Mortgage, dated March 11th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 459 folio 517 from said Hollis M. Barnes and Carroll M. Barnes, his wife to ~~the Baltimore Federal Savings and Loan Association~~ The Title Guarantee Company, 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~~ Assignee under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 9th day of February ~~xxx~~ 1960 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

on the west side of First Street 43 feet 11 inches south of Townsend Avenue, having a frontage of 17 feet 10 inches with an even depth westerly of 100 feet, the improvements whereon are known as No. 902 First Street; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1960 FEB 13 AM 11:32

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 James G. Lubinski and Evelyn R. Lubinski, his wife, in fee simple, at and for the sum of Fifty-eight ($5800.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell

Walter S. Calwell - Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of February, 1960 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, Assignee 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, MARYLAND

Clara M. Link

Clara M. Link, Notary Public

ORDER NISI

LIBER 123 PAGE 545

WALTER S. CALWELL, Assignee

versus

HOLLIS M. BARNES and

CARROLL M. BARNES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,584 Equity

Ordered, this 13th day of February, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of March next.

The report states that the amount of sale was $ 5,800.00

FILED 1960 FEB. 13 AM 11:32

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Assignee

versus

HOLLIS M. BARNES and

CARROLL M. BARNES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of March, 19 60 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.

O. Bowie Duckett

JUDGE.

FILED

1960 MAR 22 PM 2:13

12

ASSIGNEE'S
XXXXXXXXXXXXXXXXX Bond.

LIBER 10 PAGE 180

1-369

LIBER 123 PAGE 546

No. 13584 Equity

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

299950 ADDITIONAL

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland - as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY-FOUR HUNDRED AND 00/100 ($2400.00) - - - - - - - - - - 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 February - - - - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Hollis M. Barnes and Carroll M. Barnes, his wife to The Title Guarantee Company bearing date the 11th day of March nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 459, Folio 517, and

#902 First Street - 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. Smith

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

(Seal)

(Seal)

Attest:
As to Surety:
M. S. Kraus (signature)
M. S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By (signature)
R.H. Nichols Attorney-in-Fact

Bond approved this 13th day of February 1960.
George T. Cromwell, Clerk

1960 FEB 13 AM 11:32

13

LIBER 123 PAGE 547

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. 13,584 Equity
WALTER S. CALWELL, Assignee
VERSUS
HOLLIS M. BARNES and
CARROLL M. BARNES, his wife

Ordered, this 13th day of February, 1960. That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Assignee BE RATIFIED A N D CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, one in each of three successive weeks before the 21st day of March next.

The report states that the amount of sale was $5,800.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
M-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 11, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,584

Hollis M. Barnes

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 March, 1960. The first insertion being made the 18th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1960 MAR 15 AM 9:45

14

WALTER S. CALWELL, Assignee,

Plaintiff

VS.

HOLLIS M. BARNES AND

CARROLL M. BARNES, HIS WIFE

IN THE

LIBER 123 PAGE 548

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,584

AMENDED

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **The County Trust Company**

under the mortgage from **Hollis M. Barnes and Carroll M. Barnes, his wife**

to **The Title Guarantee Company**

dated the **11th** day of **March** 1946, and recorded among the

Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **459**

Folio **517** .

Amount of Mortgage	$6400.00
Less - amount paid on principal	2995.55
	3404.45
Plus - interest to 12/29/59	67.33
	3471.78
Less - credit in escrow account	163.87
	3307.91

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **17th** day of **March** in the year nineteen hundred and **sixty** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph J. Callahan, Agent for The County Trust Company**

holder of the Mortgage in the above entitled cause, and made oath that the fore-going 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

MAR 18 AM 10:41

Clara M. Link

Clara M. Link Notary Public

15

In the Case of

Walter S. Calwell,
Assignee
vs.
Hollis M. Barnes
and
Carroll M. Barnes, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,584 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. Jackling
Auditor.

April 28, 1960.

FILED
1960 APR 30 AM 10:36

Dr. Walter S. Calwell, Assignee vs. Hollis M. Barnes and Carroll M. Barnes, his wife — in ac.

To Assignee for Fee, viz:		50	00		
To Assignee for Commissions, viz:		205	25	255	25
To Assignee for Court costs, viz:					
Plaintiff's Solicitor's appearance fee		10	00		
Clerk of Court - Court costs		35	75		
Auditor - stating this account and two copies		27	00	72	75
To Assignee for Expenses, viz:					
Capital-Gazette Press - advertising sale		87	52		
Capital-Gazette Press - order nisi (sale)		15	00		
Capital-Gazette Press - order nisi (acct)		12	00		
New Amsterdam Casualty Co.-bond premium		23	20		
E.T. Newell & Co.,Inc. - auctioneer's fee		205	00		
Clerk of Court - recording assignment		1	00		
One-half Federal documentary stamps		3	30		
One-half State documentary stamps		6	60		
Clara M. Link - notary fees		1	25	354	87
To Assignee for Taxes and Assessments, viz:					
1960 State and County taxes adjusted - one month 8 days		14	18		
Anne Arundel County Sanitary Commission - metered water		13	50	27	68
To County Trust Company, mortgagee - in full for first mortgage claim, viz:					
Amount of claim filed	$3,307.91				
Interest @ 4% on principal balance of $3,404.45 from 12/29/59 to 2/9/60 - 42 days	15.44				
	$3,323.35				
Amount advanced by mortgagee for water and sewer benefit charges (1960)	7.03				
	$3,330.38				
Cr. Refund fire insurance premium	13.21	3,317	17	3,317	17
To County Trust Company, second mortgagee - in full for mortgage claim filed		871	25	871	25
To Household Finance Corporation, judgment creditor - in full for claim in #A-3075 Law (Order 3/1/60), viz:					
Debt	$ 640.07				
Court costs	14.05	654	12	654	12
To Holliw M. Barnes and Carroll M. Barnes, his wife, mortgagors - this balance		294	83	294	83
				5,847	92

17

with Walter S. Calwell, Assignee Cr.

1960						
Feb.	9	Proceeds of Sale	5,800	00		
		Interest on deferred payment of $5,300.00 to 3/26/60	41	60	5,841	60
		Refund 1960 water and sewer benefit charges ($7.03) - 10 months 21 days	6	32	6	32
					5,847	92

18

ORDER NISI LIBER 123 PAGE 552

Walter S. Calwell, Assignee

VERSUS

Hollis M. Barnes

and

Carroll M. Barnes, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,584 Equity.

ORDERED, This 30th day of April, 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 6th 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 6th day of June next.

George T. Cromwell

FILED 1960 APR 30 AM 10:36

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of June, 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~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew P. Evans

FILED

1960 JUN -7 PM 2:16

19

LIBER 123 PAGE 553

OI CE 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. 13,584 Equity
WALTER S. CALWELL, Assignee
VERSUS
HOLLIS M. BARNES and CARROLL M. BARNES, his wife

Ordered, this 30th day of April, 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 6th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of of three successive weeks before the 6th day of June next.

GEORGE T. CROMWELL, Clerk

TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk

M-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,584
Auditor Account

Hollis M. Barnes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of June, 1960. The first insertion being made the 5th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

20

FILED

No. M. G. 1960 JUN -1 PM 2:01

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
SETH F. EIKENBERRY AND DOROTHY JANE EIKENBERRY, HIS WIFE	:	(In Equity)

Equity No. 12,586

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 Seth F. Eikenberry and Dorothy Jane Eikenberry, his wife to Baltimore Federal Savings and Loan Association, dated February 19th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 814 folio 314.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore, 2, Maryland

Le 9-6841

FILED

1959 JAN -7 PM 12:36

7004

LIBER 123 PAGE 555

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 814 PAGE 314

MARYLAND

Equity No. 13,586

MORTGAGE

THIS MORTGAGE, made this 19th day of February, A. D. 19 54, by and between SETH F. EIKENBERRY and DOROTHY JANE EIKENBERRY, 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 TEN THOUSAND AND No/100ths Dollars ($ 10,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-five and 59/100ths Dollars ($ 55.59), commencing on the first day of March, 19 54, 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 February, 19 79. 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. 51 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Cabinet No. 4 Rod G-5, Plat No. 6.

BEING the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the Mortgagors herein named.

FILED

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

1960 JAN -7 PM 12:36

16—49890-6

8.00 PLAINTIFF'S EXHIBIT "A"

119 Clifton Avenue 2

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby releases the within mortgage and the debt thereby secured this.....day of.....19.....
AS WITNESS the Corporate Seal of the said body corporate, and the signature of the Vice-President thereof, duly attested to by its Secretary.

ATTEST

Joseph R. Schneider, Secretary

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By

Joseph M. Hisley, Vice-President

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 9th days of May and November in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness: EDMUND W. WARD

Seth F. Eikenberry [SEAL]
Seth F. Eikenberry

Dorothy Jane Eikenberry [SEAL]
Dorothy Jane Eikenberry

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 814 PAGE 318

I HEREBY CERTIFY, That on this 19th day of February, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared SETH F. EIKENBERRY and DOROTHY JANE EIKENBERRY, 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.

EDMUND W. WARD
Notary Public.

Application No. 32431
Written by O.L.M.
Approved by Examiner
Ready for Record

Recorded- 25th February, 1954, at 9 A.M.

STATE OF MARYLAND

Mortgage

FROM

SETH F. EIKENBERRY and
DOROTHY JANE EIKENBERRY, his wife,

TO

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

Received for Record 25 day of Feb. 1954 at 9 o'clock A. M.
Same day recorded in Liber 814 Folio 314 &c.,
No. 814 one of the Land Records of A.A.Co.

and examined per

JOHN H. HOPKINS, 3rd Clerk.

Cost of Record, $ 9.00

U. S. GOVERNMENT PRINTING OFFICE 16—43820-4

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

SETH F. EIKENBERRY AND

DOROTHY JANE EIKENBERRY, HIS WIFE

IN THE

LIBER 123 PAGE 559

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 13,586

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Seth F. Eikenberry and Dorothy Jane Eikenberry, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **19th** day of **February** 1954, and recorded among the

Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **814**

Folio **314** .

Amount of Mortgage	**$10,000.00**
Less - amount paid on principal	**1,193.03**
	8,806.97
Plus - interest to - 1/30/60	**396.36**
	9,203.33
Plus - overdraft in expense account	**3.16**
	9,206.49

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **5th** day of **January** in the year nineteen hundred and **sixty** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared

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

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link

Clara M. Link Notary Public

1960 JAN -7 PM 12:36

6

LIBER 123 PAGE 560

MILITARY AFFIDAVIT

Docket folio
Equity No. 13,586

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of January 1960 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 Seth F. Eikenberry and Dorothy Jane Eikenberry, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED
1960 JAN -7 PM 12:36

7

~~Mortgagee and~~ Attorney's Bond.

LIBER 10 PAGE 170

I-369

299951

LIBER 123 PAGE 561

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

Equity No. 13,586

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building - Baltimore, Md. as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-THREE AND 00/100 ($9300.00) - - - - - - - - - - - - - - - - - - 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 4th - day of February - - - - - in the year nineteen hundred and sixty

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Seth F. Eikenberry and Dorothy Jane Eikenberry, his wife to the Baltimore Federal Savings & Loan Association bearing date the 19th day of February nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 814, Folio 314, and

Anne Arundel Co. Md.

is about to sell the land and premises described in said Mortgage, Lot 51 Clifton Avenue-Belvedere Heights / 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. Fink

~~Asst~~: As to Surety:

M. S. Kraus

M.S. Kraus

Bond filed and approved this 6th day of February 1960
George T. Cromwell, Clerk

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1960 FEB -6 AM 9:48

8

Callahan & Calwell, Solicitors
Baltimore Federal Bldg.
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Seth F. Elkenberry and Dorothy Jane Elkenberry, his wife to Baltimore Federal Savings and Loan Association, dated February 19, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 814, folio 314 (default having occurred thereunder) the undersigned, Attorney, Will sell at Public Auction on the premises on

Tues., Feb. 9th, 1960 at 3:30 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, on the northwesterly side of Clifton Avenue, Belvedere Heights, near Arnold, and described as follows:

Being known and designated as Lot No. 51 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and duly recorded among the Land Records of Anne Arundel County on March 13, 1953 in Cabinet No. 4 Rod. G-5, Plat No. 6; the improvements whereon are known as No. 119 Clifton Avenue.

TOGETHER with the buildings and improvements hereon, 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 $84.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements whereon consist of a 1½ story bungalow, containing 4 rooms, 1 bath, hot water radiant panel 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, 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

F-4

LIBER 123 PAGE 562 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1960

We hereby certify, that the annexed

Attorney's Sale
13,586 Equity
Seth F. Elkenberry et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of February, 1960. The first insertion being made the 14th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED
1960
FEB -8 PM 1:43

9

Callahan & Calwell, Solicitor
Baltimore Federal Bldg.
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Seth F. Eikenberry and Dorothy Jane Eikenberry, his wife to Baltimore Federal Savings and Loan Association, dated February 19, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 814, folio 314 (default having occurred thereunder) the undersigned, Attorney, Will sell at Public Auction on the premises on

Tues., Feb. 9th, 1960 at 3:30 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, on the northwesterly side of Clifton Avenue, Belvedere Heights, near Arnold, and described as follows:

Being known and designated as Lot No. 51 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and duly recorded among the Land Records of Anne Arundel County on March 13, 1953 in Cabinet No. 4 Rod G-5, Plat No. 6: the improvements whereon are known as No. 119 Clifton Avenue.

TOGETHER with the buildings and improvements hereon, 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 $84.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements whereon consist of a 1½ story bungalow, containing 4 rooms, 1 bath, hot water radiant panel 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, 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

F-4

LIBER 123 PAGE 563

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
SETH F. EIKENBERRY AND DOROTHY JANE EIKENBERRY, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

No. 15,576 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 19th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 814 folio 314 from said Seth F. Eikenberry and Dorothy Jane Eikenberry, 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 9th day of February, xx 1960 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County known and designated as Lot No. 51 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and duly recorded among the Land Records of Anne Arundel County in Cabinet No. 4 Rod G-5 Plat No. 6, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 FEB 13 AM 11:32

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, at and for the sum of Eighty-five Hundred ($8500.00) Dollars, subject to the payment of an annual ground rent of $84.00, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of February, 1960 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link, Notary Public

ORDER NISI

LIBER 123 PAGE 565

Walter S. Calwell,
Attorney Named In Mortgage

versus

Seth F. Eikenberry and
Dorothy Jane Eikenberry, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,586 Equity

Ordered, this 13th day of February, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Cal ell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of March next.

The report states that the amount of sale was $ 8500.00

True Copy, George T. Cromwell Clerk.

FILED 1960 FEB 13 AM 11:32 TEST: Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Seth F. Eikenberry and
Dorothy Jane Eikenberry, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of March, 1963 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
1960 MAR 22 PM 2:13

12

LIBER 123 PAGE 566

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,586 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
Versus
SETH F. EIKENBERRY and DOROTHY JANE EIKENBERRY, his wife

Ordered, this 13th day of February, 1960, 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 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 21st day of March next.

The report states that the amount of sale was $8,500.00.

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

FILED
No. M. 1960 MAR 15 AM 9:45

OFFICE OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,586 Seth F. Eikenberry

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 March, 1960. The first insertion being made the 18th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Seth F. Eikenberry
and
Dorothy Jane Eikenberry, his wife

In the
Circuit Court
For
Anne Arundel County

#13,586 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. Jinkins
Auditor.

April 19, 1960.

FILED
1960 MAY -2 AM 10:00

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Seth F. Eikenberry and Dorothy Jane Eikenberry, his wife in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	286 87	336 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	63 00	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
New Amsterdam Casualty Co.-bond premium	37 20	
E.T. Newell & Co.,Inc.- auctioneer's fee	35 00	
One-half Federal documentary stamps	4 67	
One-half State documentary stamps	9 35	
Clara M. Link - notary fees	1 25	177 47
To Attorney for Taxes and Benefit Charges,viz:		
1960 State and County taxes ($145.69) - 40 days	15 96	
1960 water and sewer benefit charges ($31.97) - 40 days	3 48	19 44
To Attorney for Ground Rent, viz:		
Ground rent of $42.00 due 5/9/60 - 3 months	21 00	21 00
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,951 68	7,951 68
		8,562 46
Amount of mortgage claim filed	9,206 49	
Interest on principal balance of $8,806.97 from 1/30/60 to 2/9/60 @ 4½% - 9 days	10 37	
	9,216 86	
Cr. Amount allowed above	7,951 68	
Balance subject to decree in personam	1,265 18	

15

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

1960				
Feb.	9	Proceeds of Sale	8,500 00	
		Interest on deferred payment to 3/23/60	62 46	8,562 46
				8,562 46

16

LIBER 123 PAGE 570

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Seth F. Eikenberry

and

Dorothy Jane Eikenberry, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,586 Equity.

ORDERED, This 2nd day of ~~April~~ May, 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 6th day of June ~~May~~ next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of ~~May~~ June next.

George T. Cromwell, Clerk

FILED 1960 MAY -2 AM 10:00

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of June, 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.

Matthew J. Crane

FILED 1960 JUN -7 PM 2:15

17

LIBER 123 PAGE 571

OFFICI)F

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. 13,586 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
VERSUS
SETH F. EIKENBERRY and DOROTHY JANE EIKENBERRY, his wife

Ordered, this 2nd day of May, 1960. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED A N D CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of June next.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
M-19

FILED

No. M 1960 MAY 31 PM 2:01

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,586
Auditor Account

Seth F. Eikenberry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of June, 1960. The first insertion being made the 5th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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LIBER 123 PAGE 572

MEYER MINDEL, Assignee Of Leroy Jacobs and Lottie E. Jacobs, His Wife, and The Bond Realty Company, a Body Corporate	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	
	:	ANNE ARUNDEL COUNTY
JOSEPH ANTHONY PREVOSTO, JR. and LUCILLE MARY PREVOSTO, His Wife	:	IN EQUITY

: : : : : : : : : : : 13,609

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file the attached mortgage as Plaintiff's exhibit No. 1, and two short assignments as Plaintiff's exhibits No. 2 and No. 3.

Meyer Mindel

Meyer Mindel, Assignee

1969 JAN 22

JB

Plaintiff's Exhibit No. 1

LIBER 123 PAGE 573

LIBER 1110 PAGE 144

5158

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 5th day of April - - - , in the year one thousand nine hundred and fifty-seven, between JOSEPH ANTHONY PREVOSTO, JR. and

LUCILLE MARY PREVOSTO, 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 Seven Thousand Five Hundred Fifty ($7,550.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

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

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

BEGINNING for the same on the Westernmost side of Munroe Circle, as laid out Forty (40) feet wide on the Plat of Munroe Circle, filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod G-2, Plat No. 2, now Plat Book 22, folio 46, at a point distant as referred to the true meridian South Three (3) degrees Twenty-Four (24) minutes West One Thousand Fifteen (1015) feet from the point where the Southeast side of Fifth Avenue, Southeast is intersected by the Westmost side of said Munroe Circle and running thence with the Westmost side of Munroe Circle South Three (3) degrees Twenty-Four (24) minutes West Fifty (50) feet; thence leaving said Munroe Circle and running North Eighty-Six (86) degrees Thirty-Six (36) minutes West One Hundred Six and Thirty-Eight One-Hundredths (106.38) feet to intersect the Westmost outline of the whole tract; thence running with the said Westmost outline North Five (5) degrees Twenty-One (21) minutes East Fifty and Three One-Hundredths (50.03) feet; thence leaving said outline and running South Eighty-Six (86) degrees Thirty-Six (36) minutes East One Hundred Four and Sixty-Eight One-Hundredths (104.68) feet to the place of beginning, and also all right, title and interest inand to a strip of land Five (5) feet wide lying in said Munroe Circle, as shown on the Plat above mentioned, adjacent to and parallel with first line of the above described parcel for the use in common with others as a footway. Being all of Lot No. Five Hundred Thirty (530), as shown on the aforesaid Plat of Munroe Circle and the Five (5)

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ATTORNEYS AND COUNSELLORS AT LAW
BALTIMORE 1, MD.

1960 JAN 22 AM 11:52

foot strip hereby conveyed. The improvements thereon being known as No. 530 Munroe Circle.

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 Leroy Jacobs and Lottie Jacobs, his wife, to the said mortgagors.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, subject to the payment of the annual ground rent of Ninety-Six ($96.00) Dollars, payable in equal semi-annual installments on the thirtieth days of January and July in each and every year.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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BALTIMORE 1, MD.

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

on or before the **fifteenth** - - - - - - - - - - - - - day of each and every month the sum of **Twenty-Three ($23.00) Dollars** - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

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

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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.

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 — Elaine E. Seeger

Joseph Anthony Prevosto Jr. (SEAL) — Joseph Anthony Prevosto, Jr.

Lucille Mary Prevosto (SEAL) — Lucille Mary Prevosto

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5th day of April - - -, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph Anthony Prevosto, Jr. and Lucille Mary Prevosto, his wife, -

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

AS WITNESS my hand and Notarial Seal.

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

My Commission Expires May 6th, 1957

Rec'd for record Apr. 6, 1957 at 10:27 A.M.

Mailed to Mezger & Mezger

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

LIBER 123 PAGE 577 Plaintiff's Exhibit No. 2

Baltimore, Maryland.

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns, without recourse, the within mortgage unto Leroy Jacobs and Lottie E. Jacobs, his wife, and The Bond Realty Company.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, its President, and its corporate seal affixed hereto this 19th day of January, 1960.

Attest:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

Martha M. Blimline
Martha M. Blimline

By: _____
John P. Helmer, President

Plaintiff's Exhibit No. 3

For Value Received Leroy Jacobs, Lottie E. Jacobs, his wife, and The Bond Realty Company, a body corporate, hereby assign the within mortgage to Meyer Mindel for the purpose of foreclosure.

As Witness the hand and Seal of Leroy Jacobs and Lottie E. Jacobs, his wife, and the Corporate Seal of The Bond Realty Company and the signature of its President this 20th day of January, 1960.

Leroy Jacobs (SEAL)
Leroy Jacobs

Mary A. Lisiecki
Witness as to all
Mary A. Lisiecki

Lottie E. Jacobs (SEAL)
Lottie E. Jacobs

THE BOND REALTY COMPANY

BY: Meyer Mindel
President
Meyer Mindel

#1 Cancel

1960 JAN 22 AM 9:38

RECORDED IN LIBER GTO
NO 1110 FOLIO 148
GEO. I. CROMWELL, CLERK
Rt. 100

#2 Cancel

1960 JAN 22 AM 9:38

RECORDED IN LIBER GTO
NO 1110 FOLIO 148
GEO. I. CROMWELL, CLERK
Rt. 100

MEYER MINDEL, Assignee Of Leroy Jacobs and Lottie E. Jacobs, His Wife, and The Bond Realty Company, a Body Corporate	Equity No. 13,609
vs	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
JOSEPH ANTHONY PREVOSTO, JR. and LUCILLE MARY PREVOSTO, His Wife	DOCKET FOLIO

: : : : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Leroy Jacobs, Lottie E. Jacobs, his wife, and The Bond Realty Company, assignees of the mortgage from Joseph Anthony Prevosto, Jr. and Lucille Mary Prevosto, His Wife, to The Arundel Federal Savings And Loan Association Of Baltimore City dated April 5, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1110 Folio 144, which by mesne assignment was short assigned to Meyer Mindel for the purpose of foreclosure.

January 21, 1960

Original Amount of Mortgage-		$7550.00
Less - Total amount paid on principal-	$639.31	
Less - Credit Expense Account-	96.42	735.73
		$6814.27
Plus Interest to Feb. 24, 1960-		68.62
Assignment of Mortgage fee-		10.30
Recording assignments of mortgage-		2.00
Total Due-		$6895.19

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 21st day of January, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared Leroy Jacobs and Lottie E. Jacobs, his wife, and Meyer Mindel, Assignee and Meyer Mindel, President of The Bond Realty Company, and made oath in due form of law that the aforegoing is a true and just statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Mary A. Lisiecki
Notary Public

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

LIBER 123 PAGE 579

MEYER MINDEL, Assignee Of
LEROY JACOBS and LOTTIE E. JACOBS,
His Wife, and The Bond Realty
Company, a Body Corporate

vs.

JOSEPH ANTHONY PREVOSTO, JR. and

LUCILLE MARY PREVOSTO, His Wife

IN THE

Circuit Court

~~XXX~~ FOR

~~XXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
IN EQUITY

Equity No 13 609

Docket ..... Fol. .....

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 Leroy Jacobs

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

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

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

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

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

Leroy Jacobs
Affiant.
Leroy Jacobs

Subscribed and sworn to before me
this 21st day of January 19 60

Mary A. Lisiecki
Notary Public

1960 JAN 22 AM 10:

7

Jud. 14042.

Assignee
~~MORTGAGEE OR ATTORNEY~~ BOND

LIBER 10 PAGE 178

LIBER 123 PAGE 580

No. 13,609 Equity

Know all Men by these Presents:

THAT WE Meyer Mindel

of 111 North Charles Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand and No/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, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 9th *day of* February *in the year of our Lord nineteen hundred and* sixty.

WHEREAS, the above bounden Meyer Mindel *by virtue of a power contained in mortgage from* Joseph Anthony Prevosto, Jr. and Lucille Mary Prevosto, his wife *to* The Arundel Federal Savings and Loan Association of Baltimore City and assigned by it to Leroy Jacobs and Lottie E. Jacobs, his wife and The Bond Realty Company, a body corporate and assigned to Meyer Mindel for purpose of foreclosure *dated* April 5, 1957 *and recorded in Liber* G.T.C. *No.* 1110 *folio* 144 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Meyer Mindel 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 A. Lisiecki
Mary A. Lisiecki

Meyer Mindel [SEAL]
Meyer Mindel

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans
Elsie C. Evans, Attorney-in-Fact

ATTEST:

Carol Armstrong
Carol Armstrong (as to Surety)

FILED

1960 FEB 13 AM 9:24

Bond Approved this 13th day of February, 1960.
George T. Cromwell Clerk

LIBER 123 PAGE 581

MEYER MINDEL, Assignee Of Leroy Jacobs and Lottie E. Jacobs, His Wife, and The Bond Realty Company, a Body Corporate	:	EQUITY NO. 13,609
	:	IN THE CIRCUIT COURT FOR
vs	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
JOSEPH ANTHONY PREVOSTO, JR. and LUCILLE MARY PREVOSTO, His Wife	:	DOCKET 18 FOLIO 387

: : : : : : : : : : :

6.K MEYER MINDEL, Attorney
111 N. Charles Street
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY

530 Munroe Circle
Glen Burnie, Maryland

Under and by virtue of the power and authorky contained in a mortgage from Joseph Anthony Prevosto, Jr. and Lucille Mary Prevosto, wife, to Arundel Federal Savings and Loan Association of Baltimore City dated April 5, 1957 recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1110 Folio 144, the undersigned Assignee of said mortgage for the purpose of foreclosure (default having occurred thereunder) will offer for sale on the premises on

Wed., Feb. 24, 1960
at 3 P. M.

all that lot of ground situated in the 3rd Election District Of Anne Arundel County, Maryland described as follows:

Beginning for the same on the Westernmost side of Munroe Circle, as laid out Forty (40) feet wide on the Plat of Munroe Circle, filed among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-2, Plat No. 2, now Plat Book 22, folio 46, at a point distant as referred to the true meridian South Three (3) degrees Twenty-Four (24) minutes West One Thousand Fifteen (1015) feet from the point where the Southeast side of Fifth Avenue, Southeast is intersected by the Westmost side of said Munroe Circle and running thence with the Westmost side of Munroe Circle South Three (3) degrees Twenty-Four (24) minutes West Fifty (50) feet; thence leaving said Munroe Circle and running North Eighty-Six (86) degrees Thirty-Six (36) minutes West One Hundred Six and Thirty-Eight One-Hundredths (106.38) feet to intersect the Westmost outline of the whole tract; thence running with the said Westmost outline north Five (5) degrees Twenty-One (21) minutes East Fifty and Three One-Hundredths (50.03) feet; thence leaving said outline and running South Eighty-Six (86) degrees Thirty-Six (36) minutes East One Hundred Four and Sixty-Eight One-Hundredths (104.68) feet to the place of beginning, and also all right, title and interest in and to a strip of land Five (5) feet wide lying in said Munroe Circle, as shown on the Plat above mentioned, adjacent to and parallel with first line of the above described parcel for the use in common with others as a footway. Being all of Lot No. Five

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AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 24th day of February, 1960, sold the property described in the attached advertisement of sale at and for the sum of $5000.00 to Leroy Jacobs and Lottie E. Jacobs, his wife, as tenants by the entireties as to an undivided one-half interest and unto The Bond Realty Company, a body corporate, the other undivided one-half interest, (to be held as tenants in common), being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E. T. Newell & Co., Auctioneer

BY: [signature]

PURCHASER'S AGREEMENT

We hereby certify that we have this 24th day of February, 1960, purchased the property described in the attached advertisement of sale from Meyer Mindel, Assignee of mortgage, at and for the sum of $5000.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

[signature]

[signature]

As tenants by the entireties as to an undivided one half interest

THE BOND REALTY COMPANY

BY: [signature] President

as to other undivided one-half interest

Purchasers

Test:

[signature]
AS TO ALL

FILED

1960 FEB 26 PM 2:14

Hundred Thirty (530), as shown on the aforesaid Plat of Munroe Circle and the Five (5) foot strip hereby conveyed. The improvements thereon being known as No. 530 Munroe Circle. Improved by a modern dwelling. Subject to an annual ground rent of $96.

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

TERMS OF SALE: A cash deposit of $750 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from day of sale to date of final settlement, at 6 per cent per annum. Taxes, ground rent, and all other public charges, including special paving tax, if any, and sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

MEYER MINDEL,
Assignee of mortgage
E.T. NEWELL & CO., Inc.
Auctioneer

F-18

MEYER MINDEL, Assignee Of Leroy Jacobs and Lottie E. Jacobs, His Wife, and The Bond Realty Company, a Body Corporate	:	EQUITY NO. 13,609
	:	IN THE CIRCUIT COURT FOR
vs	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
JOSEPH ANTHONY PREVOSTO, JR. and LUCILLE MARY PREVOSTO, His Wife	:	DOCKET 18 FOLIO 387

: : : : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report Of Sale of Meyer Mindel, Assignee Of Leroy Jacobs and Lottie E. Jacobs, His Wife, and The Bond Realty Company, a Body Corporate, to whom the mortgage in these proceedings was assigned for the purpose of foreclosure, and filed in these proceedings as Plaintiff's Exhibits 1, 2 and 3, respectfully shows that after giving bond for the faithful discharge of his trust, which bond was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, the said Meyer Mindel, Assignee, did, pursuant to said notice, on Wednesday, February 24, 1960 at 3:00 o'clock P.M. sell on the premises the leasehold property mentioned and described in said mortgage, and in the advertisement attached to the Auctioneer's Certificate, made a part hereof, unto Leroy Jacobs and Lottie E. Jacobs, his wife, as tenants by the entireties as to an undivided one-half interest and unto The Bond Realty Company, a body corporate, as to the other undivided one-half interest, (to be held as tenants in common) at and for the sum of five thousand ($5,000.00) dollars, they having offered the greatest price therefor.

Meyer Mindel

Meyer Mindel, Assignee

FILED

1960 FEB 26 PM 2:14

10

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 25th day of February, 1960, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Meyer Mindel, Assignee, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary A. Lisiecki

Mary A. Lisiecki, Notary Public

ORDER NISI

LIBER 123 PAGE 585

MEYER MINDEL, Assignee of Leroy Jacobs and Lottie E. Jacobs, his wife, ~~and The Bond Realty Company, a Body~~ Corporate

versus

JOSEPH ANTHONY PREVOSTO, JR. and LUCILLE MARY PREVOSTO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,609 Equity

Ordered, this 26th day of February, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Meyer Mindel, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of April next.

The report states that the amount of sale was $ 5,000.00

FILED 1960 FEB 26 PM 2:14

True Copy, [signature] Clerk.

TEST: Clerk.

(Final Order)

MEYER MINDEL, Assignee of Leroy Jacobs and Lottie E. Jacobs, his wife, ~~and The Bond Realty Company, a body~~ Corporate

versus

JOSEPH ANTHONY PREVOSTO, JR. and LUCILLE MARY PREVOSTO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of April, 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.

[signature] JUDGE.

FILED

1960 APR -5 AM 11:09

MEYER MINDEL, Attorney
111 N. Charles Street
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY

530 Munroe Circle
Glen Burnie, Maryland

Under and by virtue of the power and authority contained in a mortgage from Joseph Anthony Prevosto, Jr. and Lucille Mary Prevosto, wife, to Arundel Federal Savings and Loan Association of Baltimore City dated April 5, 1957 recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1110 Folio 144, the undersigned Assignee of said mortgage for the purpose of foreclosure (default having occurred thereunder) will offer for sale on the premises on

Wed., Feb. 24, 1960
at 3 P. M.

all that lot of ground situated in the 3rd Election District Of Anne Arundel County, Maryland described as follows:

Beginning for the same on the Westernmost side of Munroe Circle, as laid out Forty (40) feet wide on the Plat of Munroe Circle, filed among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-2, Plat No. 2, now Plat Book 22, folio 46, at a point distant as referred to the true meridian South Three (3) degrees Twenty-Four (24) minutes West One Thousand Fifteen (1015) feet from the point where the Southeast side of Fifth Avenue, Southeast is intersected by the Westmost side of said Munroe Circle and running thence with the Westmost side of Munroe Circle South Three (3) degrees Twenty-Four (24) minutes West Fifty (50) feet; thence leaving said Munroe Circle and running North Eighty-Six (86) degrees Thirty-Six (36) minutes West One Hundred Six and Thirty-Eight One-Hundredths (106.38) feet to intersect the Westmost outline of the whole tract) thence running with the said Westmost outline north Five (5) degrees Twenty-One (21) minutes East Fifty and Three One-Hundredths (50.03) feet; thence leaving said outline and running South Eighty-Six (86) degrees Thirty-Six (36) minutes East One Hundred Four and Sixty-Eight One-Hundredths (104.68) feet to the place of beginning, and also all right, title and interest in and to a strip of land Five (5) feet wide lying in said Munroe Circle, as shown on the Plat above mentioned, adjacent to and parallel with first line of the above described parcel for the use in common with others as a footway. Being all of Lot No. Five Hundred Thirty (530), as shown on the aforesaid Plat of Munroe Circle and the Five (5) foot strip hereby conveyed. The improvements thereon being known as No. 530 Munroe Circle. Improved by a modern dwelling. Subject to an annual ground rent of $96.

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

TERMS OF SALE: A cash deposit of $750 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from day of sale to date of final settlement, at 6 per cent per annum. Taxes, ground rent, and all other public charges, including special paving tax, if any, and sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

MEYER MINDEL
Assignee of mortgage

E.T. NEWELL & CO., Inc.
Auctioneer

F-18

LIBER 123 PAGE 586

OFFICI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 29, 1960

We hereby certify, that the annexed Mortgage Sale

Joseph Anthony Prevosto, Jr.
Eq. No. 13,609

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 February, 1960. The first insertion being made the 28th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAR -1 AM 10:49

By Tilghman

LIBER 123 PAGE 587

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. 13,609 Equity
MEYER MINDEL, Assignee of Leroy Jacobs and Lottie E. Jacobs, his wife, and The Bond Realty Company, a body Corporate
VERSUS
JOSEPH ANTHONY PREVOSTO, JR. and LUCILLE MARY PREVOSTO, his wife

Ordered, this 26th day of February, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Meyer Mindel, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of April next.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
M-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,609 Joseph Anthony Prevosto, 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 4th day of April, 1960. The first insertion being made the 3rd day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1960 APR -4 PM 1:54 By H. Tilghman

In the Case of

Meyer Mindel, Assignee,
etc.
vs.
Joseph Anthony Prevosto, Jr.,
and
Lucille Mary Prevosto, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,609 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. Jackling
Auditor.

May 12, 1960

FILED
1960 MAY 14 AM 11:34

Dr. Meyer Mindel, Assignee of Leroy Jacobs, et al vs. Joseph Anthony Prevosto, Jr., and Lucille Mary Prevosto, his wife in ac.

To Assignee for Fee, viz:	100 00	
To Assignee for Commissions, viz:	180 91	280 91
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	94 52	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
Maryland Casualty Co. - bond premium	28 00	
E.T. Newell & Co.,Inc. -auctioneer's fee	25 00	
Clerk of Court - recording assignment	1 00	
One-half Federal documentary stamps	2 75	
One-half State documentary stamps	5 50	
Mary A. Lisiecki - notary fees	1 50	
		185 27
To Assignee for Taxes, viz:		
1960 State and County taxes ($122.60) - 1 month 24 days	18 38	18 38
To Assignee for Benefit Charges, viz:		
1960 water and sewer benefit charges ($25.00) to 2/24/60	3 12	
Metered water due 1/1/60	15 50	
Metered water to 2/24/60	2 70	21 32
To Assignee for Ground Rent, viz:		
Ground rent due 7/30/60 - adjusted to 2/24/60 - 25 days	6 65	6 65
To Leroy Jacobs and Lottie E. Jacobs, his wife, and The Bond Realty Co., a body corporate, Assignees of the mortgage filed in these proceedings - this balance on account mortgage claim	4,466 45	4,466 45
		5,030 48
Amount of mortgage claim filed	6,895 19	
Cr. Amount allowed above	4,466 45	
Balance subject to decree in personam	2,428 74	

16

with Meyer Mindel, Assignee of Leroy Jacobs and Lottie E. Jacobs, his wife, and The Bond Realty Company, a body corporate

1960						
Feb.	24	Proceeds of Sale	5,000	00		
		Interest on deferred payment of $4,250.00 to 4/6/60 - 1 month 13 days	30	48	5,030	48
					5,030	48

LIBER 123 PAGE 591

ORDER NISI

Meyer Mindel, Assignee of Leroy Jacobs and Lottie E. Jacobs, his wife, and The Bond Realty Company, a body corporate

VERSUS

Joseph Anthony Prevosto, Jr.,

and

Lucille Mary Prevosto, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,609 Equity.

ORDERED, This 14th day of May, 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 20th 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 20th day of June next.

George T. Cromwell, Clerk

FILED 1960 MAY 14 AM 11:34

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of June, 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 JUN 21 PM 3:23

D. Brian Duckett

LIBER 123 PAGE 592

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. 13,609 Equity
Meyer Mindel, Assignee of Leroy Jacobs and Lottie E. Jacobs, his wife, and The Bond Realty Company, a body corporate
VERSUS
Joseph Anthony Prevosto, Jr., and Lucille Mary Prevosto, his wife

Ordered, this 14th day of May, 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 20th 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 20th day of June next.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
Ju-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,609
Auditor Account

Joseph Anthony Prevosto, 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 20th day of June, 1960. The first insertion being made the 19th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12798 1960 JUN -6 AM 9:54 By H. Tilghman

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
JOHN R. BAILEY, and	*	ANNE ARUNDEL COUNTY
ODEE BAILEY, his wife	*	NO. 13572 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
1959 DEC 31 PM 3:30

LIBER 123 PAGE 594

LIBER 1044 PAGE 50 No. 13,572 Equity

PURCHASE MONEY

This Mortgage, Made this 3RD day of JULY, 1956,

by and between John R. Bailey and Odee Bailey, 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 -45- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 4500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland and described as follows:

BEING known and designated as Lots Nos. 41, 42, 43 & 44 in Block 96 Herald Harbor, as per Plat recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 3, Folio 31 and there called Herald Harbor on the Severn, amended plat of Section "E", now recorded in Plat Book 4, Page 14.

BEING ALSO the same property which the said Mortgagors acquired from Mary T. Lowe and Charles W. Lowe, her husband, by deed of even date and intended to be recorded immediately prior hereto.

FILED

1959 DEC 31 PM 3:30

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 $ 22.50 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 $ 22.50 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 MD.

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 $ 4500.00 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

John R. Bailey (SEAL)

John R. Bailey

..... (SEAL)

Odee Bailey (SEAL)

Odee Bailey

..... (SEAL)

LIBER 123 PAGE 597

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 1044 PAGE 53

I HEREBY CERTIFY, That on this 3rd day of JULY, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared John R. Bailey and Odee Bailey, 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.

Fred. W. Kuethe

Rec'd for record July 11, 1956, at 11:21 A.M.
Mailed to John Demyan, Jr.

Mortgage

FROM

JOHN R. BAILEY and
ODEE BAILEY, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 5409

RECORDED IN LIBER GTC
No. 1044 FOLIO 50
GEO. 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 123 PAGE 598

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
JOHN R. BAILEY, and	*	ANNE ARUNDEL COUNTY
ODEE BAILEY, his wife	*	NO. 13572 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 4,500.00
Interest from the 31st day of July, 1959, to the 29th day of February, 1960.	$ 143.50	
Late Fines from the 31st day of August, 1959, to the 29th day of February, 1960.	49.20	192.70
		4,692.70
Dues paid to date		456.56
Total amount due under Mortgage		$ 4,236.14

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 31st day of DECEMBER 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

1959 DEC 31 PM 3:30

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

LIBER 10 PAGE 167

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 123 PAGE 599

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
JOHN R. BAILEY and
ODEE BAILEY, his wife.

BOND OF Mortgagee
TO SELL Real Estate

Equity 13,572

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,
16 Crain Highway, S.W., Glen Burnie, Maryland
as Principal,
and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 5,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made 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 1st day of February, in the year of our Lord, nineteen hundred and sixty.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from John R. Bailey and Odee Bailey to Glen Burnie Savings and Loan Association bearing date the 3rd day of July, 19 56 and recorded among the Land Records of Anne Arundel County in Liber GTC-1044 No. Folio 50 ~~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. Dulman

John Demyan, Jr. (SEAL)

(SEAL)

Bond filed and approved this 3rd day of February 1960
George T. Cromwell, Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Edward McNamara
Howard J. McNamara
Attorney in fact.

Janet Little
Witness as to Surety

FILED
960 FEB -3 AM 10:50

7

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

Mortgage Sale

O Valuable Fee Simple Property

Lots Nos. 41, 42, 43 and 44 in Block 96 Herald Harbor, as per Plat recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 3, folio 31 and there called Herald Harbor on the Severn, amended Plat of Section E, now recorded in Plat Book 4, page 14.

Property located at Herald Harbor, second Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from John R. Bailey and Odee Bailey, his wife, dated July 3, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1044, folio 50 (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,

Wednesday, February 3, 1960 at 11 o'clock A.M.

All that lot 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. 41, 42, 43 and 44 in Block 96 Herald Harbor, as per Plat recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 3, folio 31 and there called Herald Harbor on the Severn, amended Plat of Section E, now recorded in Plat Book 4, page 14.

BEING ALSO the same property which the said Mortgagors acquired from Mary T. Lowe and Charles W. Lowe, her husband, by Deed dated July 3, 1956 and recorded among the Land Records of Ane Arundel County in Liber G. T. C. No. 1044, folio 48.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of $500 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
GEORGE SCIBLE Auctioneer

J-28

LIBER 123 PAGE 600 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1960

We hereby certify, that the annexed

Mortgage Sale

John R. Bailey

13,572

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of February, 1960. The first insertion being made the 7th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

960 FEB -3 AM 11 P.07

By H. Tilghman

GEORGE SCIBLE ..... Auctioneer

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

MORTGAGE SALE

Of Valuable

Fee Simple Property

Lots Nos. 41, 42, 43 and 44 in Block 96 Herald Harbor, as per Plat recorded among the Land Records of Anne Arundel County in Plat Bock W.N.W 3, folio 31 and there called Herald Harbor on the Severn, amended Plat of Section E, now recorded in Plat Book 4, page 14.

Property located at Herald Harbor, second Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from John R. Bailey and Odee Bailey, his wife, dated July 3, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1044, folio 50 (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,

Wednesday, Feb. 3, 1960

at 11 o'clock A. M.

All that lot of ground, situate, lying and being in Herald Harbor, Second Election District of Maryland; and described as follows:

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BEING ALSO the same property which the said Mortgagors acquired from Mary T. Lowe and Charles W. Lowe, her husband, by Deed dated July 3, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1044, folio 48.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of $500 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.

FILED
1960 FEB -6 AM 9:47

JOHN DEMYAN, JR.
Attorney named in Mortgage

PURCHASERS AGREEMENT

February 3rd, 1960

I HEREBY CERTIFY, that I have purchased the property described on the reverse side hereof, unto LASTING HOMES,INC.A BODY CORPORATE at and for the full and just sum of $3,600.00; it at that figure beingthe highest bidder therefor; and agree to comply with the terms of sale.

WITNESS:

GEORGE SCIBLE
AUCTIONEER

BURCHASER:

Lasting Homes, Inc.

President

ACCEPTED:

JOHN DEMYAN,JR. Attormey named in Mortgage
Seller

FILED

1960 FEB -6 AM 9:47

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
JOHN R. BAILEY, AND	*	ANNE ARUNDEL COUNTY
ODEE BAILEY, his wife	*	NO. 13,572 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 John R. Bailey, and Odee Bailey, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated July 3, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1044, folio 50; 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, Wednesday February 3, 1960, at 11 O'clock, A. M., and then and there sold the said property to Lasting Homes, Inc., a body corporate, at and for the sum of Thirty Six Hundred ($3,600.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

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

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1960 FEB -6 AM 9:47

10

BEING known and designated as Lots Nos. 41, 42, 43 and 44 in Block 96 Herald Harbor, as per Plat recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 3, folio 31 and there called Herald Harbor on the Severn, amended Plat of Section E, now recorded in Plat Book 4, page 14.

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 4th day of February 1960; 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 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.

Muriel G. Carter
Notary Public

MURIEL G. CARTER

ORDER NISI

LIBER 123 PAGE 605

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN R. BAILEY, and

~~versus~~

ODEE BAILEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,572 Equity

Ordered, this 6th day of February, 19 60, 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 14th 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 14th day of March next.

The report states that the amount of sale was $ 3,600.00

FILED 1960 FEB 6 AM 9:47

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN R. BAILEY, and

~~versus~~

ODEE BAILEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of March, 19 60, 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 MAR 16 PM 4:07

LIBER 123 PAGE 606

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. 13,572 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
JOHN R. BAILEY, and
ODEE BAILEY, his wife

Ordered, this 6th day of February, 1960 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 14th 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 14th day of March next.

The report states that the amount of sale was $3,600.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1960

We hereby certify, that the annexed Order Nisi. Sale Eq. 13,572

John R. Bailey

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 March, 1960. The first insertion being made the 11th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 MAR 8 AM 10

By [illegible]

No. M. G. 13055

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
John R. Bailey
and
Odee Bailey, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,572 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. Finkelstein
Auditor.

May 9, 1960

FILED
1960 MAY 14 AM 11:34

14

Dr. In the Matter of the Mortgaged Real Estate of John R. Bailey and Odee Bailey, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	139	32	189	32
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	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	45		
U.S. Fidelity & Guaranty Co.-bond premium	20	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	4	40		
Amelia H. Tubman - notary fee		50		
Muriel G. Carter - notary fee		50	164	81
To Attorney for Taxes, viz: 1960 State and County taxes ($68.08) - 1 month 3 days	6	19	6	19
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	3,232	10	3,232	10
			3,643	92
Amount of mortgage claim filed	4,236	14		
Cr. Amount allowed above	3,232	10		
Balance subject to decree in personam	1,004	04		

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

1960				
Feb.	3	Proceeds of Sale	3,600 00	
		Interest on deferred payment of $3,100.00 - 2 months 25 days	43 92	3,643 92
				3,643 92

LIBER 123 PAGE 610

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~XXXXXXXX~~ John R. Bailey and Odee Bailey, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,572 Equity.

ORDERED, This 14th day of May, 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 20th 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 20th day of June next.

George T. Cromwell, Clerk

FILED
MAY 14 AM 11:33
1960

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21 day of June, 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 JUN 21 PM 3:20

O. Bruce Duckett

LIBER 123 PAGE 611

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. 13,572 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN R. BAILEY and ODEE BAILEY, his wife

Ordered, this 14th day of May, 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 20th 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 20th day of June next.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk.
Ju-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,572
Auditor Account

John R. Bailey

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 20th day of June, 1960. The first insertion being made the 19th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12796 1960 JUN -6 AM 9:54 By H. Tilghman