IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
MARY L. BROLIN AND	*	ANNE ARUNDEL COUNTY
CHANCY M. BROLIN, HER HUSBAND	*	NO. 13,616 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
1960 JAN 26 PM 2:00

LIBER 124 PAGE 2

LIBER 1239 PAGE 441

13,616 Equity
No. ~~13,339 Equity~~

This Mortgage, Made this 30th day of September, 1958

by and between Mary L. Brolin and Chancy M. Brolin, her husband---------

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of -125- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 12,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all that parcel of ground, situate, lying and being in Rogers Cove, Seventh Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING FOR THE SAME ON THE East side of the County Road leading North from Broadwater, shown on a Plat of Rogers Cove in said District, which said Plat is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 244, folio 332, said place of beginning being at the Southwest corner of the lot hereby intended to be conveyed said place of beginning being at the intersection of the North line of the property of Charles Evans and the East side of said County Road; and running North binding on the East side of said County Road for the distance of 200 feet to Maple Drive laid down on said Plat; thence leaving said County Road and running East binding on the South side of Maple Drive for the distance of 300 feet to the South side of Sycamore Drive shown on said Plat; thence South binding on the West side of Sycamore Drive at the distance of 487 feet to the North side of said Evans property; thence leaving said Sycamore Road and running Northwesterly binding on the North side of said Evans property for the distance of 412 feet, to the place of beginning. Containing 103,050 square feet more or less. ~~Being Lot 3~~ as shown on said Plat.

BEING ALSO the same property which was conveyed by Milton T.

~~1959 JUL 28 PM 1:50~~ 1960 JAN 26 PM 1:57

Brandt, Widower, unto Mary L. Drolin, by Deed dated August 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1151, Folio 253.

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

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

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

THE Mortgagors herein covenant and agree that it shall be deemed a default under this Mortgage if they shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 62.50 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 $ 62.50 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, it shall be also deemed a default under this mortgage if the Mortgagee shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction. and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 12,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Tubman
AMELIA H. TUBMAN

Mary L. Brolin (SEAL)
Mary L. Brolin

(SEAL)

Chancy M. Brolin (SEAL)
Chancy M. Brolin

(SEAL)

5

LIBER 124 PAGE 5

LIBER 1239 PAGE 444

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of September, 19 [illegible], before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Mary L. Brolin and Chancy M. Brolin, her husband ----------

and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh ----------the----- President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Amelia H. Tubman

AMELIA H. TUBMAN Notary Public. 9.50

Rec'd for record Oct. 1, 1958 at 11:33 A.M.

Mailed to John Demyan, Jr.

Mortgage

FROM

MARY L. BROLIN and CHANCY M. BROLIN, her husband

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3646

RECORDED IN LIBER 6 NO. 1239 FOLIO 444 GEO. R. CROMWELL, CLERK

1958 OCT -1 AM 11:33

LAW OFFICE JOHN DEMYAN, JR. 16 CRAIN HIGHWAY S.W. GLEN BURNIE, MARYLAND

Pd. 9.50

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.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
MARY L. BROLIN AND	*	ANNE ARUNDEL COUNTY
CHANCY M. BROLIN, HER HUSBAND	*	NO. 13,616 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 12,500.00
Interest from the 30th day of September, 1959, to the 29th day of February, 1960	$ 320.00	
Late Fines from the 31st day of October, 1959, to the 29th day of February, 1960	96.00	416.00
		$ 12,916.00
Dues paid to date		514.26
Total amount due under Mortgage		$ 12,401.74

GLEN BURNIE SAVINGS & 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 day 7 of January ,1960, 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 foregoing 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. Fuhrman
Notary Public

1960 JAN 25 PM 2:00

6

John Demyan, Jr.
Attorney At Law
Glen Burnie, Maryland
16 Crain Highway

Mortgage Sale

Of Valuable Fee Simple Property

Lot No. 8, Rogers Cove, State of Maryland:

Property located at Rogers Cove, Seventh Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale and authority contained in a Mortgage from Mary L. Brolin and Chancy M. Brolin, her husband, dated September 30, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1239, folio 441 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on

Wednesday, February 10, 1960 at 11 O'clock A.M.

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

BEGINNING for the same on the East side of the County Road leading North from Broadwater, shown on a Plat of Rogers Cove in said District, which said Plat is recorded among the Land Records of Anne Arundel County in Liber JHH 244, folio 332, said place of beginning being at the Southwest corner of the lot hereby intended to be conveyed said place of beginning being at the intersection of the North line of the property of Charles Evans and the East side of said County Road; and running North binding on the East side of said County Road for the distance of 200 feet to Maple Drive laid down on said Plat; thence leaving said County Road and running East binding on the South side of Maple Drive for the distance of 300 feet to the South side of Sycamore Drive shown on said Plat; thence South binding on the West side of Sycamore Drive at the distance of 487 feet to the North side of said Evans property; thence leaving said Sycamore Road and running Northwesterly binding on the North side of said Evans property for the distance of 412 feet, to the place of beginning. Containing 103,050 square feet more or less. Being Lot 8 as shown on said Plat.

BEING ALSO the same property which was conveyed by Milton W. Brandt, Widower, unto Mary L. Brolin, by Deed dated August 13, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1151, folio 253.

IMPROVEMENTS: Two Story Frame Cottage.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at six per cent from day of sale to date of Settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney Named in Mortgage
GEORGE SCIBLE, Auctioneer

F-4

LIBER 124 PAGE 7 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 Mortgage Sale 13,650 Equity Mary L. Brolin

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.

FILED
60 FEB -8 PM 1:43

By H. Tilghman

Equity 13616

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

LIBER 10 PAGE 174

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 124 PAGE 8

BOND OF Mortgagee

TO SELL Real Estate

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 Thirteen Thousand and 00/100 - - - - - - - - - - - - - - Dollars ($13,000.00), 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 9th 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 Mary L. Brolin and Chancy M. Brolin, her husband to Glen Burnie Savings and Loan Association bearing date the 30th day of September, 1958 and recorded among the Land Records of Anne Arundel County, Maryland in Liber GTC 1239 No. Folio 441 ~~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

Muriel H. Carter

John Demyan, Jr. (SEAL)

(SEAL)

Bond approved this 10th day of February 1960.

George T. Cromwell, Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara

Howard J. McNamara
Attorney in fact

FILED

1960 FEB 10 AM 10:24

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
MARY L. BROLIN AND	*	ANNE ARUNDEL COUNTY
CHANCY M. BROLIN, HER HUSBAND	*	NO. 13,616 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 Mary L. Brolin and Chancy M. Brolin, her husband, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated September 30th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, folio 441, 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 on the premises, Rogers Cove, Seventh Election District of Anne Arundel County, State of Maryland; ----------February 10th----------, 1960 at 11 o'clock A. M., and then and there sold the said property to Paul S. Boswell and Katherine T.Boswell,his wife---------- at and for the sum of Thirteen Thousand ($13,000.00)---------- Dollars they being at that figure the highest bidder therefore, said property being the following;

FILED
1960 FEB 15 PM 3:45

11

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

BEGINNING for the same on the East side of the County Road leading North from Broadwater, shown on a Plat of Rogers Cove in said district, which said Plat is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 244, folio 332, said place of beginning being at the SouthWest corner of the lot hereby intended to be conveyed said place of beginning being at the intersection of the North line of the property of Charles Evans and the East side of said County Road; and running North binding on the East side of said County Road for the distance of 200 feet to Maple Drive laid down on said Plat; thence leaving said County Road and running East binding on the South side of Maple Drive for the distance of 300 feet to the South side of Sycamore Drive shown on said Plat; thence South binding on the West side of Sycamore Drive at the distance of 487 feet to the North side of said Evans property; thence leaving said Sycamore Road and running Northwesterly binding on the North side of said Evans property for the distance of 412 feet, to the place of beginning. Containing 103,050 square feet more or less. Being Lot 8 as shown on said Plat.

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

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

12

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

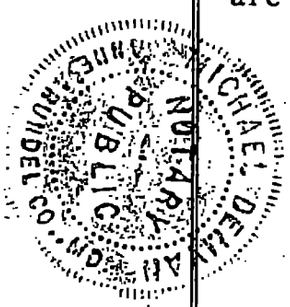
Respectfully submitted

John Demyan, Jr.
Attorney Named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 10th 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.



Michael Demyan
Notary Public

13

GEORGE SCIBLE ..... Auctioneer

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

MORTGAGE SALE

Of Valuable

Fee Simple Property

Lot No. 8, Rogers Cove, State of Maryland:

Property located at Rogers Cove, Seventh Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale and authority contained in a Mortgage from Mary L. Brolin and Chancy M. Brolin, her husband, dated September 30, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, folio 441 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on

Wednesday, Feb. 10, 1960

at 11 o'clock A. M.

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

BEGINNING for the same on the East side of the County Road leading North from Broadwater, shown on a Plat of Rogers Cove in said District, which said Plat is recorded among the Land Records of Anne Arundel County in Liber JHH 244, folio 332, said place of beginning being at the Southwest corner of the lot hereby intended to be conveyed said place of beginning being at the intersection of the North line of the property of Charles Evans and the East side of said County Road; and running North binding on the East side of said County Road for the distance of 200 feet to Maple Drive laid down on said Plat; thence leaving said County Road and running East binding on the South side of Maple Drive for the distance of 300 feet to the South side of Sycamore Drive shown on said Plat; thence South binding on the West side of Sycamore Drive at the distance of 487 feet to the North side of said Evans property; thence leaving said Sycamore Road and running Northwesterly binding on the North side of said Evans property for the distance of 412 feet, to the place of beginning. Containing 103,050 square feet more or less. Being Lot 8 as shown on said Plat.

BEING ALSO the same property which was conveyed by Milton W. Brandt, Widower, unto Mary L. Brolin, by deed dated August 13, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1151, folio 253.

IMPROVEMENTS: Two story Frame Cottage.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% 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 adusted to date of sale.

FILED
1960 FEB 15 AM 3:43

JOHN DEMYAN, JR.,
Attorney Named in Mortgage

Purchaser's Agreement.

Feb 10, 1960

We hereby certify that we have purchased the property at public sale on the premises at and for the sum of Thirteen Thousand ($13,000.00) Dollars, and we will comply with terms of sale. Down Payment (Deposit of $750.00 check paid.

Witness:

Paul S. Boswell (Seal)
PAUL S. BOSWELL

Katherine T. Boswell (Seal)
Katherine T. Boswell

George Seible
Auctioneer

Accepted:

John DEMYAN JR
Attorney named in Mortgage

FILED
1960 FEB 15 PM 3:45

10

ORDER NISI

In The Matter of the Mortgaged Real Estate of Mary L. Brolin and Chancy M. Brolin, Her Husband

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,616 Equity

Ordered, this 15th 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 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 $ 13,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1960 FEB 15 PM 3:45

TEST: _____ Clerk.

(Final Order)

In The Matter of the Mortgaged Real Estate of Mary L. Brolin and Chancy M. Brolin, Her Husband

versus

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 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.

V. Bruce Duckett
JUDGE.

FILED
1960 MAR 22 PM 2:13

LIBER 124 PAGE 15

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. 13,616 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MARY L. BROLIN AND CHANCY M. BROLIN, HER HUSBAND

Ordered, this 15th 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 21st day of March next; Provided, a copy of thid 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 $13,000.00

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. 13,616 Mary L. Brolin and Chancy M. Brolin

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. 13089 1960 MAR 15 AM 9:45 By H. Tilghman

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Mary L. Brolin
and
Chancy M. Brolin, her husband

In the

Circuit Court

For

Anne Arundel County

No. 13,616 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 14, 1960

FILED

1960 MAY 17 AM 10:34

Dr. In the Matter of the Mortgaged Real Estate of Mary L. Brolin and Chancy M. Brolin, her husband in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	423 92	473 92
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	31 60	
Jos. W. Alton - Sheriff's costs	1 45	
Auditor - stating this account	13 50	56 55
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	84 00	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
Speer Publications, Inc. - handbills	15 31	
U.S. Fidelity & Guaranty Co.-bond premium	52 00	
George W. Scible - auctioneer's fee	50 00	
One-half Federal documentary stamps	7 15	
One-half State documentary stamps	14 30	
Amelia H. Tubman - notary fees	1 00	250 76
To Attorney for Taxes, viz:		
1959 State and County taxes and interest	103 74	
1960 State and County taxes - 1 month 10 days	12 00	115 74
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	12,233 59	12,233 59
		13,130 56
Amount of mortgage claim filed	12,401 74	
Cr. Amount allowed above	12,233 59	
Balance subject to decree in personam	168 15	

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

1960						
Feb.	10	Proceeds of Sale	13,000	00		
		Interest on deferred payment of $12,250.00 to 4/14/60	130	56	13,130	56
					13,130	56

ORDER NISI LIBER 124 PAGE 19

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Mary L. Brolin and Chancy M. Brolin, her husband

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,616 Equity.

ORDERED, This 17th 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

FILED 1960 MAY 17 AM 10:35

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 3:29

D. Brui Duckett

LIBER 124 PAGE 20

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. 13,616 Equity

In the Matter of the Mortgaged Real Estate of Mary L. Brolin and Chancy M. Brolin, her husband

Ordered, this 17th 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. 13,616
Auditor Account

Mary L. Brolin

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. 15037 1960 JUN -6 AM 9:54 By H. Tilghman

JOHN O. DUMLER	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GUY GORDON MARSH and	:	
SONIA M. MARSH, HIS WIFE	:	IN EQUITY

No. 15 651 Equity

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

MR. CLERK:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler
Attorney named in Mortgage

FILED
960 FEB -3 AM 11:25

Form 812

[DR.—CITY OR COUNTY]

No. 13,631 Equity

LIBER 124 PAGE 22

LIBER 903 PAGE 100

Mortgage

JOHN O. DUMLER
ATTORNEY NAMED IN MORTGAGE
VS.
GUY GORDON MARSH and
SONIA M. MARSH, HIS WF.

PLAINTIFF'S EXHIBIT "A"

THIS MORTGAGE, Made this 14th day of February, in the year Nineteen Hundred and Fifty-five, by and between Guy Gordon Marsh and Sonia M. Marsh, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Fifty-four Hundred Dollars ($5400.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Fifty-four Hundred Dollars ($5400.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty Dollars ($50.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of March, 1955, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

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

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

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

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

BEING all that lot of ground known and designated as Lot No. 179 as laid out on the Plat of Greenland Beach, which plat is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, folio 1, new reference Cabinet 1, Rod E, Plat 1.

BEING the same lot of ground which, by deed dated August 8, 1946, and recorded among the Land Records aforesaid in Liber J.H.H. No. 377, folio 47, was granted and conveyed by Harry H. Nivison and wife to the said Guy Gordon Marsh.

FILED
1960 FEB -3 AM 11:25

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Guy Gordon Marsh (SEAL)
Guy Gordon Marsh

Antoinette M. Granese
Antoinette M. Granese

Sonia M. Marsh (SEAL)
Sonia M. Marsh

(SEAL)

(SEAL)

4

LIBER 124 PAGE 25 LIBER 903 PAGE 103

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 14th day of February , 1955 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Guy Gordon Marsh and Sonia M. Marsh, his wife, known to me to be

the above-named Mortgagor(s), and theyacknowledged the foregoing Mortgage to be their act:

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

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

Antoinette M. Granese Notary Public

Antoinette M. Granese

My commission expires May 2, 1955

Recorded: Feb. 15, 1955 at 9.30 A.M.

ANNE ARUNDEL COUNTY

Mortgage

3/221

FROM

GUY GORDON MARSH

AND WIFE

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Recorded for Record 15 Day of 1955 at 9.30 A.M. and the same day recorded in Liber J. H. H., No. 903 Fol. 100, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 1134B-T

Property:

Lot 179
Greenland Beach

Description approved

Execution approved

JOHN O. DUMLER	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GUY GORDON MARSH and	:	
SONIA M. MARSH, HIS WIFE	:	IN EQUITY

: : : : : : : : : : : : : : : No. 13,631 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the said State, in and for said City, personally appeared Charles F. Loos, Vice-President of Capital Savings and Loan Association, Inc., and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief,

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

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

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

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

Charles F. Loos
Charles F. Loos Affiant

SUBSCRIBED AND SWORN to before me, a Notary Public for the State of Maryland, City of Baltimore, this 29th day of January 1960.

Isabelle Bowers
Isabelle Bowers Notary Public

My commission expires May 1, 1961

FILED
1960 FEB -3 AM 11:25

6

JOHN O. DUMLER	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GUY GORDON MARSH and	:	
SONIA M. MARSH, HIS WIFE	:	IN EQUITY

..... No. 15 [illegible]

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated February 14th, 1955	$ 5,400.00
Less amount paid thereon	166.12
Balance due as of February 1st, 1960	$ 5,233.88

STATE OF MARYLAND, BALTIMORE CITY, to wit:

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

AS WITNESS my hand and Notarial Seal.

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 1st, 1961

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

FILED

1960 FEB -3 AM 11:25

7

KOHLERMAN AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

GREENLAND BEACH
THIRD DISTRICT
OF ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a morgage from Guy Gordon Marsh and Sonia M. Marsh, his wife, to Capital Building and Loan Association of Baltimore City, dated February 14, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 903, folio 100, (default having occurred thereunder), the undersigned, the Attorney named in said Mortgage, will sell at Public Auction, on the premises, on

Thurs., March 10, 1960 at 2:00 o'clock P. M.

All that lot of ground and improvements thereon situate and lying in the Third District of Anne Arundel County, State of Maryland, and described as follows:

BEING all that lot of ground known and designated as Lot Numbered One Hundred Seventy-nine (179), as laid out on the Plat of Greenland Beach, which plat is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, folio 1, new reference Cabinet 1, Rod E, Plat 1. Said property being on the east side of Greenland Road one hundred thirty feet, more of less, north of Stoney Creek Avenue and having a frontage on Greenland Road of fifty feet with a depth of one hundred fifty feet. Subject to restrictions contained in a deed recorded in Liber J.H.H. No. 276, folio 398.

THE above property is in fee simple and is improved by a frame dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchasers 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 date of sale to date of settlement at six per cent (6% per annum.) Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER, Atty.
named in Mortgage
Alex Cooper, Auctioneer

M-3

LIBER 124 PAGE 28 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 7, 1960

We hereby certify, that the annexed Mortgage Sale Guy Gordon Marsh Equity No 13,631

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 March, 1960. The first insertion being made the 11th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAR -8 AM 11:09

By [illegible]

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS: No. 1...

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

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND AND 00/100 ($6,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of February in the year of our Lord 1960

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Guy Gordon Marsh and Sonia M. Marsh, his wife to Capital Building and Loan Association of Baltimore City bearing date the 14th day of February, 1955 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 905 Folio 100 and John O. Dumler

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

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

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Paul Beall
PAUL BEALL

John O. Dumler (SEAL)
John O. Dumler

(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
Mortgagee's or Attorney's Bond

FILED
1960 MAR -1 AM 10:20

Bond approved this 1st day of March 1960
George T. Cromwell, Clerk

LIBER 124 PAGE 30

CAPITAL BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

VS.

GUY GORDON MARSH and
SONIA M. MARSH, his wife

KOHLERMAN AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

GREENLAND BEACH
THIRD DISTRICT
OF ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a morgage from Guy Gordon Marsh and Sonia M. Marsh, his wife, to Capital Building and Loan Association of Baltimore City, dated February 14, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 903, folio 100, (default having occurred thereunder), the undersigned, the Attorney named in said Mortgage, will sell at Public Auction, on the premises, on

Thurs., March 10, 1960 at 2:00 o'clock P. M.

All that lot of ground and improvements thereon situate and lying in the Third District of Anne Arundel County, State of Maryland, and described as follows:

BEING all that lot of ground known and designated as Lot Numbered One Hundred Seventy-nine (179), as laid out on the Plat of Greenland Beach, which plat is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, folio 1, new reference Cabinet J. Rod E, Plat 1. Said property being on the east side of Greenland Road one hundred thirty feet, more of less, north of Stoney Creek Avenue and having a frontage on Greenland Road of fifty feet with a depth of one hundred fifty feet. Subject to restrictions contained in a deed recorded in Liber J.H.H. No. 276, folio 398.

THE above property is in fee simple and is improved by a frame dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchasers 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 date of sale to date of settlement at six per cent (6% per annum.) Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER, Atty.
named in Mortgage
Alex Cooper, Auctioneer

M-3

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 10th day of March, 1960, sold the property, attached herein the advertisement of sale, at public auction at and for the sum of $5,900 to Capital Savings and Loan Association Inc. City, he being at that figure the highest bidder therefor, and I furthur certify that the said sale was fairly made.

By: Joseph I. Cooper
ALEX COOPER, Auctioneer
Josep I. Cooper

PURCHASER'S AGREEMENT

I hereby certify that I have this 10th day of March, 1960, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $5,900 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST: Mary E Bauer
Capital Savings & Loan Association, Inc. Mary E Bauer, Secty

BY: Charles F. Loos
Charles F. Loos Vice-Pres.

FILED
1960 MAR.
MAR 22 AM 9:46

10

JOHN O. DUMLER	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GUY GORDON MARSH AND	:	
SONTA M. MARSH, HIS WIFE	:	IN EQUITY

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

REPORT OF SALE

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

The report of sale of John O. Dumler, Attorney named in the mortgage, 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 Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty (20) days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did pursuant to said notice on the Tenth day of March, 1960 at 2:00 p. m. sell on the premises, the aforesaid fee simple property unto Capital Savings and Loan Association, Inc. at and for the sum of Five Thousand Nine Hundred Dollars ($5,900.00) cash, the said Capital Savings and Loan Association, Inc, having offered the greatest price therefore.

John O. Dumler, Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 21st day of March, in the year one thousand nine hundred and sixty, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

FILED
1960 MAR 22 AM 9:27

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public
My Commission Expires May 1st, 1961

11

ORDER NISI

LIBER 124 PAGE 32

John O. Dumler
Attorney Named in Mortgage

versus

Guy Gordon Marsh and
Sonia M. Marsh, His wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,631 Equity

Ordered, this 22nd day of March, 19 60, That the sale of the Property in these proceedings mentioned made and reported by John O. Dumler, Attorney named in the mortgage

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.

The report states that the amount of sale was $ 5,900.00

George F. Cromwell Clerk.

True Copy,

FILED MAR 22 AM 9:47

TEST: _____ Clerk.

(Final Order)

John O. Dumler
Attorney Named in Mortgage

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 26th 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.

D. Boon Duckett
JUDGE.

FILED

1960 APR 26 PM 3:25

12

LIBER 124 PAGE 33

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,631 Equity
JOHN O. DUMLER
Attorney Named in Mortgage
VERSUS
GUY GORDON MARSH and
SONIA M. MARSH, His wife

Ordered, this 22nd day of March, 1960, That the sale of the property in these proceedings mentioned made and reported by John O. Dumler, Attorney named in the mortgage 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.

The report states the amount of sale was $5,900.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
A-14

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,631

Guy Gordon Marsh

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of April, 1960. The first insertion being made the 24th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR 19 PM 2. 52

By W. Tilghman

No. M. G.

In the Case of

John O. Dumler,
Attorney named in Mortgage
vs.
Guy Gordon Marsh
and
Sonia M. Marsh, his wife

In the
Circuit Court
For
Anne Arundel County

No. 13,631 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jackson
Auditor.

May 5, 1960

FILED
1960 MAY 14 AM 11:33

Dr. John O. Dumler, Attorney named in Mortgage Vs. Guy Gordon in ac.
Marsh and Sonia M. Marsh, his wife

To Attorney for Fee, viz:		75 00	
To Attorney for Commissions, viz:		208 40	283 40
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		64 76	
Capital-Gazette Press - order nisi (sale)		15 00	
Capital-Gazette Press - order nisi (acct)		12 00	
The Sunpapers - advertising sale		34 70	
Fidelity & Deposit Co. of Md.-bond premium		24 00	
Alex Cooper - auctioneer's fee		25 00	
One-half Federal documentary stamps		3 30	
One-half State documentary stamps		6 60	
Antoinette M. Granese - notary fees		1 00	
			186 36
To Attorney for Taxes, viz:			
1960 State and County taxes ($75.49) - 2 months 10 days		14 68	14 68
To Capital Savings and Loan Ass'n, Inc., (formerly Capital Building & Loan Ass'n) mortgagee - in full for mortgage claim, viz:			
Amount of claim filed	$5,233.88		
Interest from 2/1/60 to 3/10/60 -38 days - @6%	33.15	5,267 03	5,267 03
To Capital Building & Loan Ass'n, judgment creditor - this balance on account claim in #A-2437 Law		137 58	137 58
			5,946 80

Amount of judgment claim filed, viz:

Balance due on debt	$363.12
Interest from 10/9/59 to 3/10/60 - 5 months 1 day	9.14
Court costs	27.25
Attorney's fee	38.58
	$ 438.09
Cr. Amount allowed above	137.58
Balance due	$ 300.51

15

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

1960						
March	10	Proceeds of Sale	5,900	00		
		Interest on deferred payment of $5,400.00 - 1 month 20 days	46	80	5,946	80
					5,946	80

ORDER NISI

LIBER 124 PAGE 37

John O. Dumler,

Attorney named in Mortgage

VERSUS

Guy Gordon Marsh

and

Sonia M. Marsh, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,631 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

1960 MAY 14 AM 11:33

FILED

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 3:28

D. Bonie Duckett

LIBER 124 PAGE 38

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,631 Equity
JOHN O. DUMLER, Attorney named in Mortgage
VERSUS
GUY GORDON MARSH and SONIA M. MARSH, 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. 13,631
Auditor Account

Guy Gordon Marsh

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. 12797 1960 JUN -6 AM 9:54 By H. Tilghman

PETITION FOR FORECLOSURE UNDER POWER OF SALE

EDWARD C. MACKIE, Assignee for the purpose of foreclosure 629 Title Building Baltimore 2, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
-v-		ANNE ARUNDEL COUNTY
JEROME E. TOLODZIECKI JR. and ELIZABETH TOLODZIECKI, His wife PO Box 125 Pasadena, Anne Arundel County Maryland	:	IN EQUITY No. 13,039 Equity

Please docket the above entitled case and file among the papers the following instruments, marked Plaintiff's Exhibits Nos. 1 and 2

1. Mortgage from JEROME E. TOLODZIECKI, JR, and ELIZABETH TOLODZIECKI, his wife, to MONUMENTAL ENGINEERING, INC. abc, dated November 22, 1958, and recorded among the Land Records of Anne Arundel County in liber 1256, folio 481, etc.

2. Assignment of the aforesaid mortgage from the CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC. abc, unto EDWARD C. MACKIE, (for the purpose of foreclosure) dated January 21, 1960, and recorded among the Land Records of Anne Arundel County, in liber 1256, folio 482, etc.

Edward C. Mackie

Edward C. Mackie, Assignee

FILED

1960 FEB -6 AM 11:47

LIBER 124 PAGE 40 LIBER 1256 PAGE 481 No. 13,639 Equity

THIS MORTGAGE, Made this 22nd day of November, 1958, by and between

JEROME E. TOLODZIECKI, JR. AND ELIZABETH TOLODZIECKI, HIS WIFE

of Anne Arundel County, in the State of Maryland, Mortgagors, and

MONUMENTAL ENGINEERING, INC., Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of

Three thousand nine hundred fifty-one and no/100

Dollars ($3,951.00), and have agreed to repay the said sum in 60 consecutive monthly instalments of $65.85 each, (except the final-instalment which shall be the balance then due on this Mortgage), commencing one month from the date hereof and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum, and to secure the payment of which this Mortgage is executed.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 or any supplement or amendments thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its personal representatives, successors or assigns

all that lot of ground and premises located in Anne Arundel County, known as

Lot 36, Silver Sands, Md.

and more fully described in a Deed dated 8/29/58, from Jerome E. Tolodziecki & wf.

recorded among the Land Records of Anne Arundel County, Libe GTC 1230, Folio 212

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.

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee, his or its personal representatives, successors or assigns, ~~for and during the residue of the term of years for which the said leasehold property is held under the said lease, subject to the payment of the rent reserved and the performance of the covenants and conditions contained in said lease, or in fee simple~~ in fee simple

PROVIDED, HOWEVER, if the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants and conditions herein mentioned on their part to be made and performed, then this Mortgage shall be void. And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, his or its personal representatives, successors or assigns, as follows:

To pay to them the said monthly instalments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when payable, and to exhibit the receipts therefor to the said Mortgagee on its demand and to keep the improvements on the said mortgaged property fully insured from loss by fire and other hazards and casualties as the said Mortgagee may from time to time require, for the use of the Mortgagee in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the Mortgagee; to pay a "late charge" of $.05 per $1.00, maximum $5.00 on any instalment more than 15 days past due, to cover the extra expense involved in handling delinquent payments. The entire balance of the mortgage debt hereby secured shall immediately become due and payable, upon default in payment of any instalment hereinabove provided, or in event title to the herein mortgaged property be acquired by any person, partnership, or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of the Mortgagee, his or its personal representatives, successors or assigns, or in the event of a default in any of the covenants or conditions of this Mortgage.

AND, it is agreed that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the mortgaged property, and upon default the Mortgagors consent to the immediate appointment of a Receiver.

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, 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 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 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 hands and seals of said Mortgagors.

Jerome E. Tolodziecki, Jr. (SEAL)

Elizabeth Tolodziecki (SEAL)

(SEAL)

WITNESS as to all:

Thomas A. Brown

STATE OF MARYLAND

Anne Arundel County TO WIT:

I HEREBY CERTIFY, that on this 22nd day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Jerome E. Tolodziecki, Jr. and Elizabeth Tolodziecki, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time appeared James D. Brown, Vice President who made oath in due form of law that he is the Agent of Monumental Engineering, Inc., the Mortgagee, and duly authorized to make this affidavit, and as said Agent, 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 I, the subscriber, hereby further certify that the persons named in this acknowledgment are personally known to me to be the same persons mentioned in the caption of the aforegoing Mortgage, who, in my presence, signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

Thomas A. Brown
Notary Public

I-6A

Recorded Dec. 4, 1958 at 9:09 A.M.

My commission expires May 4th 1959

111 LIBER 124 PAGE 41

ASSIGNMENT

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to MONUMENTAL ENGINEERING, INCORPORATED.

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

TEST:

William W. Simpson, Asst. Secretary

BALTIMORE FEDERAL SAVINGS & LOAN ASSN.

By Charles L. Ashley, Asst. Vice Pres.

112

ASSIGNMENT

Baltimore, Maryland May 15, 1959

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC., GLEN BURNIE, MARYLAND

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

TEST:

Byron K. Risley, Secretary-Treasurer

MONUMENTAL ENGINEERING, INC.

BY:

Richard A. Brown, President

OF 5393

Mortgage

FROM

Jerome Tolodziecki, Jr. and Elizabeth Tolodziecki, his wife

TO

Monumental Engineering, Inc.

ASSIGNED TO

Baltimore Federal Savings & Loan Association

RECEIVED FOR RECORD in the ... day of ... A.D. 19 at ... o'clock ... M. and recorded in Liber No. ... at folio ... one of the Land Records for ...

Clerk.

SYMBOL ...

244 EQUITABLE ...

LIBER 1256 PAGE 82

ASSIGNMENT

Baltimore, Maryland November 22 19 58

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to

BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

(Corporate Seal Here.)

TEST:

Leone R. Campbell, Asst. Sec'y. Treas.

Monumental Engineering, Inc.

by James D. Brown, Vice President (SEAL)

(SEAL)

Rec'd for record Dec. 4, 1958 at 9:09 A.M.

Mailed to Lynmore B. Spector

#3. LIBER 124 PAGE 42 ASSIGNMENT

Glen Burnie, aryland January 21, 1960

FOR VALUE RECEIVED, I/we hereby assign the within mortgage and the debt thereby secured for the purpose of foreclosure to EDWARD C. MACKIE, Assignee.

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

TEST:

Byron K. Risley, Secretary-Treasurer

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.

BY Richard A. Brown

Richard A. Brown, President

CONSOLIDATED SECURITY SAVINGS & LOAN ASS'N INC.

Ast 1 Ast 2 Ast 3

1960 JAN 21 PM 12:12 1960 JAN 21 PM 12:12 1960 JAN 21 PM 12:12

RECORDED IN LIBER GTC RECORDED IN LIBER GTC RECORDED IN LIBER GTC

1256 482 1256 482 1256 482

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

LIBER 124 PAGE 43

EDWARD C. MACKIE, Assignee for the purpose of foreclosure

vs.

JEROME E. TOLODZIECKI JR. and ELIZABETH TOLODZIECKI, his wife

IN THE

CIRCUIT COURT

~~XXXX~~ FOR

~~XXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY IN EQUITY

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

No. 13,237 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 EDWARD C. MACKIE

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 member of the Enlisted Reserve Corps who has been ordered to report for military service.

Edward C. Mackie
Affiant
Edward C. Mackie, Assignee

Subscribed and sworn to before me

this 3rd day of Feb 1960

Edward A. Richards
Notary Public

FILED

1960 FEB -6 AM 11:47

4

LIBER 124 PAGE 44 STATEMENT OF MORTGAGE CLAIM

EDWARD C. MACKIE, Assignee for the purpose of foreclosure *vs.* JEROEM F. TOLODZIECKI JR. and ELIZABETH TOLODZIECKI, his wife	IN THE **CIRCUIT COURT** ~~XXXX~~ FOR ~~BALTIMORE COUNTY~~ ANNE ARUNDEL COUNTY IN EQUITY No. 13 639 Equity

STATEMENT OF MORTGAGE DEBT

Balance of principal due on mortgage - -	$2,971.33
Interest due to February 15, 1960 - -	133.71
Late charge due - - -	32.93
	$3,137.97

Plus interest from February 15, 1960 to date of sale -

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 3rd day of February in the year nineteen hundred and 60, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Edward C. Mackie, Assignee

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
1960 FEB -6 AM 11:47

As witness my hand and Notarial Seal,

Notary Public.

LIBER 124 PAGE 45

Jud. 14042.

Assignee
~~MORTGAGEE OR ATTORNEY~~ BOND

LIBER 10 PAGE 191

No. 12

Know all Men by these Presents:

THAT WE Edward C. Mackie, 605 Title Building, Baltimore 2, Maryland

of

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and No/100 - ($5,000.00) - *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* 5th *day of* March *in the year of our Lord nineteen hundred and* sixty.

WHEREAS, the above bounden Edward C. Mackie *by virtue of* an assignment of *a power contained in mortgage from* Jerome E. Tolodziecki, Jr. and Elizabeth Tolodziecki, his wife *to* Consolidated Security Savings & Loan Association

dated January 21, 1960 *and recorded in Liber* *No.* 1256 *folio* 482 *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* Edward C. Mackie 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

Edward C. Mackie [SEAL]
Edward C. Mackie

[SEAL]

MARYLAND CASUALTY COMPANY

By A. Robinson Cohee Jr.
A. Robinson Cohee, Jr., Attorney-in-Fact

ATTEST:

Carol Armstrong
Carol Armstrong

Bond approved this 4th day of March 1960
George T. Cromwell Clerk

FILED
1960 MAR -4 PM 3:51

6

Edward C. Mackie, Attorney
629 Title Bldg. Baltimore 2, Maryland

ORDER NISI

EDWARD C. MACKIE, Assignee

v.

Jerome E. Tolodziecki Jr. and
Elizabeth Tolodziecki, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL
COUNTY, IN EQUITY

ORDERED, By the Circuit Court for Anne Arundel County, this day of March, 1960, that the sale made and reported by Edward C. Mackie, Assignee, for the sale of the property described in the proceedings in the above entitled cause be ratified and confirmed, unless cause to the contrary thereof be shown

on or before the day of April, 1960

Provided a copy of this Order be inserted in some newspaper printed and published in Anne Arundel County, once in each of three successive weeks before the said day of April, 1960 The report states the amount of sale to be $2,250.00.

George T. Cromwell, Clerk

True Copy-Test:
George T. Cromwell, Clerk

FILED

1960 MAR 15 PM 3:37

REPORT OF SALE

LIBER 124 PAGE 47

EDWARD C. LACKIE, ASSIGNEE

vs.

JAMES A. TOLCDZIECKI JR. and

ELIZABETH TOLCDZIECKI, his wife

IN THE

CIRCUIT COURT

~~XXXX~~ FOR

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

To The Honorable Judge of the

Circuit Court of ~~Baltimore City~~: ANNE ARUNDEL COUNTY

The Report of Sale of EDWARD C. LACKIE, Assignee

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

FEE SIMPLE PROPERTY

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

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Saturday the 5th day of March 19 60 at 11:00 o'clock A.M. attend on the premises and then and there sold

The fee simple property known as Lot 36, Section D, on the Plat of Silver Sands in the 3rd election District of Anne Arundel County, improved by a ranch type dwelling, unto CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION INC., at and for the sum of $2,250.00., it being the highest bidder and the said sum the highest bid offerred therefore.

Edward C. Lackie

Edward C. Lackie, Assignee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 14th day of March 19 60 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward C. Lackie, Assignee

~~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 MAR 15 PM 3:37

As witness my hand and Notarial Seal,

Raymond C. Richardson

Notary Public.

ORDER NISI

LIBER 124 PAGE 48

EDWARD C. MACKIE, ASSIGNEE

versus

JEROME E. TOLODZIECKI JR. and

ELIZABETH TOLODZIECKI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,639 Equity

Ordered, this 15th day of March, 1960, That the sale of the Property in these proceedings mentioned made and reported by Edward C. Mackie, Assignee

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.

The report states that the amount of sale was $ 2,250.00

True Copy, George T. Cormany Clerk.

FILED 1960 MAR 15 PM 3:37 TEST: Clerk.

(Final Order)

EDWARD C. MACKIE, ASSIGNEE

versus

JEROME E. TOLODZIECKI JR. and

ELIZABETH TOLODZIECKI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th 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.

O. Bowie Duckett

JUDGE.

FILED

1960 APR 26 PM 3:25

LIBER 124 PAGE 49

OFFIC:)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. 13,639 Equity
EDWARD C. MACKIE, Assignee
Versus
JEROME E. TOLODZIECKI JR. and
ELIZABETH TOLODZIECKI, his wife

Ordered, this 15th day of March, 1960, That the sale of the Property in these proceedings mentioned made and reported by Edward C. Mackie, Assignee 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.

The report states that the amount of sale was $2,250.00

GEORGE T. CROMWELL Clerk.

True Copy TEST:

GEORGE T. CROMWELL Clerk

A-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1960

We hereby certify, that the annexed Order Nisi Sale Eq 13,639 Jerome E. Tolodziecki, 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 25th day of April, 1960. The first insertion being made the 24th day of March, 1960.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 14162 1960 APR 19 PM 2 52 By H. Tilghman

File

LIBER 124 PAGE 50 OFFICE OF

Edward C. Mackie, Solicitor
620 Title Building
Baltimore 2, Md.

ASSIGNEE'S SALE

VALUABLE RANCH STYLE, FEE-SIMPLE DWELLING, KNOWN AS LOT 30, SECTION D

As laid out and shown on the plat of Silver Sands, on Stony Creek, 3rd Election District of Anne Arundel Co., Md.

Under and by virtue of the power and authority contained in a mortgage from Jerome E. Toloczicki, Jr. and Elizabeth Toloczicki, his wife to Monumental Engineering, Inc. abo. dated Nov. 22nd, 1958, and recorded among the land records of Anne Arundel County in liber 1256, folio 481, etc. Default having occurred thereunder, the undersigned assignee for the purpose of foreclosure will sell at Public auction on the premises on

SATURDAY, MARCH 5, 1960
AT 11 O'CLOCK A.M.

All that piece or parcel of ground situated and lying in Anne Arundel County in Plat Book No. 21, folio 36.

Lot 30, Section D as laid out and shown on the plat of Silver Sands on Stoney Creek in the 3rd Election District of Anne Arundel County, and recorded among the plat records of Anne Arundel County in Plat Bok No. 21, folio 36.

Being a rectangular lot fronting approximately 50 feet on Norfolk Road in said development and having an approximate depth of 120 feet. Improved by a ranch style dwelling. The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE—Cash deposit of $500.00 at time of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from date of sale to day of settlement. Taxes and all other expenses to be adjusted as of date of sale.

Edward C. Mackie, Assignee,

For further information, contact the assignee.

A. J. BILLIG & CO., AUCTS.
10 E. Fayette St., Balto. 2, Md.

Plaza 2-8440

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1960

We hereby certify, that the annexed

Assignee's Sale

Jerome E. Toloczicki, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of March, 1960. The first insertion being made the 11th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. ~~1960~~ MAY 14 AM 11:34 By N. Tilghman

In the Case of

Edward C. Mackie,
Assignee
vs.
Jerome E. Tolodziecki, Jr.,
and
Elizabeth Tolodziecki, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,639 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

May 11, 1960

FILED
1960 MAY 14 AM 11:34

Dr. Edward C. Mackie, Assignee vs. Jerome E. Tolodziecki, Jr., and Elizabeth Tolodziecki, his wife — in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	100	50	150	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	71	68		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Maryland Casualty Co.-bond premium	20	00		
A.J. Billig & Co. - auctioneer's fee	100	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	2	75		
R. A. Richards, Sr. - notary fees	1	50	224	31
To Consolidated Security Savings & Loan Ass'n, Inc., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	1,823	69	1,823	69
			2,250	00
Amount of mortgage claim filed	3,137	97		
Interest on principal balance of $2,971.33 from 2/15/60 to 3/5/60 - 18 days @ 6%	9	41		
	3,147	38		
Cr. Amount allowed above	1,823	69		
Balance subject to decree in personam	1,323	69		

with Edward C. Mackie, Assignee Cr.

1960				
Mar.	5	Proceeds of Sale	2,250 00	2,250 00
				2,250 00

LIBER 124 PAGE 54

ORDER NISI

Edward C. Mackie, Assignee

VERSUS

Jerome E. Tolodziecki, Jr.,

and

Elizabeth Tolodziecki, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,639 Equity.

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 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 3:28

O. Bowie Duckett

LIBER 124 PAGE 55

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. 13,639 Equity
EDWARD C. MACKIE, Assignee
VERSUS
JEROME E. TOLODZIECKI, JR., and ELIZABETH TOLODZIECKI, 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 oext; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel Couty, 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. 13,639 Auditor Account Jerome E. Tolodziecki, 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. 122795 1960 JUN -6 AM 9:54 By H. Tilghman

LIBER 124 PAGE 56

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

Boston, Massachusetts

Plaintiff

Vs.

CURTIS FRANCIS KELLY and
CARYL Y. KELLY, his wife
1239 Guildford Road, Harundale
~~Anne Arundel County, Maryland~~

Defendants

Docket _____ Folio _____

Case No. 13,640

Filed _____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~.
ANNE ARUNDEL COUNTY
IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 27th day of January A.D. 1956, the defendant s executed and delivered to John Hancock Mutual Life Insurance Company, a body corporate of the Commonwealth of Massachusetts, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $11,650.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

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

And as in duty, &c.

John J. Neubauer, Attorney for Plaintiff

FILED

1960 FEB -9 AM 9:27

LIBER 1000 PAGE 365

2968

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

MARYLAND

MORTGAGE

~~No. 13,333 Equity~~ No. 13,640 Equity

PURCHASE MONEY

THIS MORTGAGE, made this 27th day of January, A. D. 19 56, by and between CURTIS FRANCIS KELLY and CARYL Y. KELLY, His Wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

a corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~[illegible]~~ is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Eleven Thousand Six Hundred Fifty and 00/100----------Dollars ($ 11,650.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of John Hancock Mutual Life Insurance Company, in Boston, Massachusetts ~~xMaryland~~, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Sixty-Four and 78/100---------- Dollars ($ 64.78), commencing on the first day of March, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 19 81. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

Being known and designated as Lot No. 20, Block 13, Section 2, as shown on Plat of Harundale, the improvements thereon known as 1239 Guildford Road, said Plat now composed of six sheets and respectively recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-2, Plat Nos. 1, 2, 3, 4, 5 and 6, and the endorsements on each and every one of the aforesaid sheets are hereby referred to and expressly made a part of this Deed. (Said Plat now recorded in Plat Book 20, Folio 20.)

BEING the same lot of ground in a Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by William R. Kelso and wife unto the Mortgagors herein.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY Boston, Massachusetts Plaintiff	:	
vs.	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
CURTIS FRANCIS KELLY and CARYL Y. KELLY, his wife 1239 Guildford Road Anne Arundel County, Md.	:	IN EQUITY

PETITIONER'S EXHIBIT #1

FILED FILED

1960 FEB -9 AM 9:27 1960 FEB 13 AM 9:47

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

16—42890-6

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

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, heater 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 consititute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **in FEE SIMPLE FOREVER.**

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 **sixty (60)** days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **John J. Neubauer**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

16—49820-6

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 120.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness: William G. Kearney
WILLIAM G. KEARNEY

Curtis Francis Kelly [SEAL]
CURTIS FRANCIS KELLY

Caryl Y. Kelly [SEAL]
CARYL Y. KELLY

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 27th day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Curtis Francis Kelly and Caryl Y. Kelly, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Dorothy Giarth 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.

Filed for Record Feb 14 1956 at 10.20 A.M.
Mailed to The Monumental Title Co.

William G. Kearney
WILLIAM G. KEARNEY Notary Public

CHATTEL INDEX
STATE OF MARYLAND

425725

Mortgage

FROM

CURTIS FRANCIS KELLY AND

CARYL Y. KELLY, HIS WIFE

TO

OHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

Received for Record 14 FEB 1956, at 1020 o'clock A M.
Same day recorded in Liber C-TC No. 1000 Folio 365 &c.,
one of the Land Records of AACo
and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record, $ 14.50

U. S. GOVERNMENT PRINTING OFFICE 16—45890-4

THE MONUMENTAL TITLE COMPANY
210 N. CALVERT STREET
BALTIMORE-2, MARYLAND

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, :
Boston, Massachusetts

Plaintiff

vs. : IN THE CIRCUIT COURT

FOR

CURTIS FRANCIS KELLY and
CARYL Y. KELLY, his wife
1239 Guildford Road, Harundale
Anne Arundel County, Maryland : ANNE ARUNDEL COUNTY

Defendants

IN EQUITY

: Equity No. 13,640

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of John Hancock Mutual Life Insurance Company, Boston, Massachusetts, under the mortgage from Curtis Francis Kelly and Caryl Y. Kelly, his wife, to John Hancock Mutual Life Insurance Company, a body corporate of the Commonwealth of Massachusetts, dated January 27, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1000, folio 365.

Principal amount of mortgage	$ 11,650.00
Less payments made on account.	957.55
Balance on principal	$ 10,692.45
LESS:	
Credit in expense account.	85.94
Net balance on account of principal.	$ 10,606.51
Interest to March 1, 1960	280.68
Balance due on principal and interest.	$ 10,887.19

Daily interest is $ 1,336

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

BY: W P Hiltabrand
(W. P. Hiltabrand) Vice-President

THE COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK, to wit:

I HEREBY CERTIFY, that on this fourth day of February, in the year one thousand, nine hundred and sixty, before me, the subscriber, a Notary Public of the Commonwealth of Massachusetts, in and for Suffolk County aforesaid, personally appeared W. P. Hiltabrand one of the Vice-Presidents of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS, my hand and notarial seal, the day and year last above written.

FILED
1960 FEB -9 AM 9:27

Thomas J. Foley
(Thomas J. Foley) Notary Public
My commission expires: May 16, 1961

M-11/59

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
Boston, Massachusetts
Plaintiff

VS.

CURTIS FRANCIS KELLY and
CARYL Y. KELLY, his wife
1239 Guildford Road, Harundale
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket No. ..., Folio .....

Case No. 13,645

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY, that on the 8th day of February, 1960. before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore (City), personally appeared JOHN J. NEUBAUER and made oath in due form of law that he knows the Defendant(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.

Harry J. Ward
Notary Public

HARRY J. WARD NOTARY PUBLIC BALTIMORE, MD.

John J. Neubauer - Affiant

FILED

1960 FEB -9 AM 9:27

LIBER 124 PAGE 63

Decree in Circuit Court for ~~Baltimore County~~ Anne Arundel County

DOCKET_____ FOLIO_____

CASE NO. 13,640 Equity

FILED _____

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
Boston, Massachusetts

Plaintiff

Vs.

CURTIS FRANCIS KELLY and
CARYL Y. KELLY, his wife
1239 Guildford Road, Harundale
~~Anne Arundel County, Maryland~~

Defendants

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY

_____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 February 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 John J. Neubauer and Robert J. Neubauer be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $11,000.00 Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~[illegible]~~ all cash, and the unpaid balance of the sale price to bear interest from the ~~[illegible]~~ day of sale and be paid upon ratification of sale; ~~[illegible]~~ and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale: with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1960 FEB -9 PM 3:31

Matthew P. Byrne
JUDGE

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 124 PAGE 64 LIBER 10 PAGE 177

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

John Hancock Mutual Life Insurance Company

versus

Curtis Francis Kelly and Caryl Y. Kelly, his wife

BOND OF TRUSTEE TO SELL Real Estate

No. 13,640 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, 410 Keyser Building, Baltimore 2, Maryland as Principals, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand and 00/100 - Dollars ($11,000.00) 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 10th day of February in the year of our Lord one thousand, nine hundred and sixty.

WHEREAS THE ABOVE BOUNDEN

John J. Neubauer and Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

John Hancock Mutual Life Insurance Company

versus

Curtis Francis Kelly and Caryl Y. Kelly, his wife

now pending in said Court.

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

John J. Neubauer and Robert J. Neubauer

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

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)

(SEAL)

Robert J. Neubauer (SEAL)
Robert J. Neubauer

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

Bond approved this 13th day of February 1960
George T. Cromwell, Clerk

FILED
1960 FEB 13 AM 9:08

E-125 1M 10-59

LIBER 124 PAGE 65

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
Boston, Massachusetts
Plaintiff

VS.

CURTIS FRANCIS KELLY and
CARYL Y. KELLY, his wife
1239 Guildford Road, Harundale
~~Anne Arundel County, Maryland~~
Defendants

—IN THE—

CIRCUIT COURT

—FOR—

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY - IN EQUITY

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

The Report of Sale of John J. Neubauer and Robert J. Neubauer Trustees appointed by the decree in the above entitled cause to make sale of fee simple property situate in the Third Election District of Anne Arundel County, State of Maryland, known as No. 1239 Guildford Road in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "MARYLAND GAZETTE" a weekly newspaper, published in Anne Arundel ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Monday the 28th day of March, 1960, at 4:00 o'clock, P. M., attend on the premises and then and there sold the fee simple property to John Hancock Mutual Life Insurance Company, Boston, Massachusetts, at and for the price of Ten Thousand, Five Hundred and 00/100 Dollars ($10,500.00); it being the highest bidder therefor.

John J. Neubauer - Trustee

Robert J. Neubauer Trustee.

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

I Hereby Certify, that on this 28th day March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer Trustees and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS, my hand and notarial seal.

FILED
1960 MAR 29 AM 10:45

Catherine T. Boegner
Notary Public

10

ORDER NISI

LIBER 124 PAGE 66

John Hancock Mutual Life Insurance Company

versus

Curtis Francis Kelly and Caryl Y. Kelly, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,640 Equity

Ordered, this 29th day of March, 1960, That the sale of the Property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees

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

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

George T. Cromwell Clerk.

True Copy,

FILED
1960 MAR 29 AM 10:45

TEST: _____ Clerk.

(Final Order)

John Hancock Mutual Life Insurance Company

versus

Curtis Francis Kelly and Caryl Y. Kelly, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 3rd day of May, 1960 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED
1960 MAY -3 PM 2:49

LIBER 124 PAGE 67

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,640 Equity
JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
VERSUS
CURTIS FRANCIS KELLY and CARYL Y. KELLY, his wife

Ordered, this 29th day of March, 1960. That the sale of the Property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

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

GEORGE T. CROMWELL, Clerk
TRUE COPY. TEST:
GEORGE T. CROMWELL, Clerk

A-21

FILED
No 4960 APR 28 PM 1:21

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 27, 1960

We hereby certify, that the annexed Order Nisi Sale Eq 13,640 Curtis Francis Kelly

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of May, 1960. The first insertion being made the 31st day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Fee Simle Dwelling Property

Known as No. 1239 Guildford Road, Harundale in the Third Election District of Anne Arundel County, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "John Hancock Mutual Life Insurance Company vs. Curtis Francis Kelly and Caryl Y. Kelly, his wife", the undersigned Trustees will sell at Public Auction on the premises the fee simple property above described on

Monday, March 28, 1960 at 4:00 O'Clock P.M.

ALL that piece or parcel of land lying and being in the Third District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 20, Block 13, Section 2, as shown on Plat of Harundale, the improvements thereon known as 1239 Guildford Road, said Plat now composed of six sheets and respectively recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-2, Plat Nos. 1, 2, 3, 4, 5 and 6, and the endorsements on each and every one of the aforesaid sheets are hereby referred to and expressly made a part hereof. (Said Plat now recorded in Plat Book 20, folio 20).

The property is subject to the following:

(1) Restrictive covenants and agreements of record contained in a Deed and Agreement dated May 22, 1947 and recorded June 18, 1947, among the Land Records of Anne Arundel County by and between Byrne Communities, Inc. and John E. Byrne, Jr., et al. re: Architectural uses.

(2) Public utility agreement with the Consolidated Gas, Electric Light and Power Company, dated January 27, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 399, folio 148, re: poles, etc.

The improvements consist of a one-story bungalow with metal siding, containing five rooms and one bath, utility room and porches and radiant hot water heat, together with garage.

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

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER and
ROBERT J. NEUBAUER
Trustees
Keyser Building
Baltimore 2, Maryland
LE. 9-3212

E. T. NEWELL & CO., INC.
122 W. North Avenue
Baltimore City, Maryland
Auctioneers

M-24

LIBER 124 PAGE 68 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1960

We hereby certify, that the annexed

Trustee's Sale

Curtis Francis Kelly
13,640

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 28th day of March, 1960. The first insertion being made the 25th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR -7 AM 11:27

By H. Tilghman

In the Case of

John Hancock Life Insurance Company

vs.

Curtis Francis Kelly

and

Caryl Y. Kelly, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,640 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. Jicklling
Auditor.

May 10, 1960

Dr. John Hancock Life Insurance Company vs. Curtis Francis Kelly in ac.
and Caryl Y. Kelly, his wife

To Trustees for Fee, viz:	120	00		
To Trustees for Commissions, viz:	346	85	466	85
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	22	50	60	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	102	80		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press -order nisi (acct)	12	00		
The Sun - advertising sale	14	60		
U.S. Fidelity & Guaranty Co.-bond premium	44	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
Federal liens judgment report	2	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	11	55		
Miscellaneous notary fees	1	00		
Clerk of Court - filing order to enter case to use of VA	1	75	245	48
To Trustees for Taxes, viz:				
1960 State and County taxes adjusted - 2 months 28 days	23	03	23	03
To Trustees for Benefit Charges, viz:				
Metered water to date	11	25	11	25
To John Hancock Mutual Life Insurance Co., mortgagee - this balance on account mortgage claim	9,776	39	9,776	39
			10,583	50
Amount of mortgage claim filed	10,887	19		
Interest on principal balance of $10,692.45 from 3/1/60 to 3/28/60 - 28 days @ $1.336 per day	37	41		
	10,924	60		
Cr. Amount allowed above	9,776	39		
Balance subject to decree in personam	1,148	21		

with John J. Neubauer and Robert J. Neubauer, Trustees Cr.

1960				
Mar.	28	Proceeds of Sale	10,500 00	
		Interest on deferred payment of $10,000.00 - 1 month 1 day	61 66	10,561 66
		Refund 1960 water and sewer benefit charges - 9 months 3 days	21 84	21 84
				10,583 50

LIBER 124 PAGE 72

ORDER NISI

John Hancock Life Insurance Company

VERSUS

Curtis Francis Kelly

and

Caryl Y. Kelly, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,640 Equity.

1960 MAY 12 AM 11:21 FILED

ORDERED, This 12th 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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st 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 3:21

D. Brooke Duckett

LIBER 124 PAGE 73

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. 13,640 Equity
JOHN HANCOCK LIFE INSURANCE COMPANY
VERSUS
CURTIS FRANCIS KELLY and CARYL Y. KELLY, his wife

Ordered, this 12th 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
J-2.

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,640 Auditor Account Curtis Francis Kelly

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. 15022 1960 JUN -6 AM 9:54 By N. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MILDRED P. BRICE
431 Balto. - Annap. Blvd., E.
Glen Burnie, Maryland

Plaintiff

vs.

IN EQUITY

EQUITY NO. 13342

Heirs at Law of AMELIA TOYER, WIDOW
and MARY DYSON, WIDOW, both now deceased

ISAAC S. KENT and GEORGIANNA KENT, his wife
No Administration
No Address

PHILIP BRASHEARS, deceased

CHRISTINE BROWN BRASHEARS (Widow of Philip Brashears)
Lincoln's Apt. - B-2 Carver St., Parole, Annapolis, Maryland

PHILIP BRASHEARS, Jr. (Son of Philip Brashears)
State of Florida, Address unknown

GERTRUDE BRASHEARS PARKER (Daughter of Philip Brashears)
Lincoln's Apt. - B-2, Carver St., Parole, Annapolis, Maryland

JOHN EDWARD PARKER (Husband of Gertrude Brashears Parker)
Lincoln's Apt. - B-2, Carver St., Parole, Annapolis, Maryland

MARY HAMMON, also known as Mary Hammond, also known as Mary Hammon(d) Ringgold, and Mr. Ringgold, her husband, (She being the daughter and only heir at law of Alice Kent Hammon(d) and Solomon Hammon(d), her husband, both presumed to be dead.

MARY ABRAMS and JOSHUA ABRAMS
Address Unknown

JANE KENT, Widow of Dennis Kent
Address Unknown
No Administration in Orphans' Court of
Anne Arundel County

AMELIA KENT TURNER AND LEON OTTO TURNER, her husband
527 Fourth Street
Annapolis, Maryland

LOUISE KENT, Widow of Philip H. Kent
Address Unknown
No Administration in Orphans' Court of
Anne Arundel County

FILED

1959 JUL 28 PM 4:02

And the unknown heirs at law, alienees, assignees and devisees of any of the aforementioned persons, and any and all persons, having or claiming to have any interest in the following described real estate located in Anne Arundel County, to wit:

(1) Lot 1 acre, Blk. 610-1, situated near Annapolis Neck Road, Second Election District, and being more specifically described on the Plat of the Division of Kent Property, Recorded among the Land Records of Anne Arundel County in Liber C.W. No. 107, Folio 139.

(2) 3.817 acres, more or less, or Lot 4, Block 610, situated near Annapolis Neck Road, Second Election District.

(3) 3.666 acres, Block 626, situated near Bay Ridge Road, Sixth Election District.

Defendants

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That she is an adult citizen of the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70-116 inclusive and amendments thereto, of Article 61 of the Annotated Code of Maryland (1957 Edition).

2. That on the 14th day of October, 1957, Southern Municipal Corporation, a body corporate, purchased at a regular tax sale from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County and received Certificate of Tax Sale therefor from said Collector of Taxes to the hereinafter described real estate located in Anne Arundel County; which certificate was subsequently assigned to Mildred P. Brice, Plaintiff herein. (As evidenced by certificate attached hereto)

(Ex. 1) Certificate No. A-3554; 1 Acre more or less, Block 610-1 situated near Annapolis Neck Road. (Being part of the property shown on the Plat of the Division of the Kent property as shown on the plat duly recorded in the Land Records of Anne Arundel County in Liber G.W. 107, folio 139) Second Election District of Anne Arundel County, Md.

3. That on the 14th day of October, 1957, Walter R. Hardisty , Edgewater P. O., Maryland, purchased at a regular Tax Sale, from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received a certificate of Tax Sale therefor from said Collector of Taxes to the hereinafter described real estate located in Anne Arundel County, which certificates were subsequently assigned to Mildred P. Brice, (as evidenced by the certificates attached hereto).

(Ex. 2) Certificate No. A-3418; 6.817 Acres, more or less, or Lot 4, Block 610, situated near Annapolis Neck Road (See plat referred to above, G.W. 107, folio 139); the same alleged to be unimproved, being part of Lot 4, as shown thereon, Second Election District of Anne Arundel County, Md.

(Ex. 3) Certificate No. A-3477; 3.666 Acres, more or less, Block 626, situated near Bay Ridge Road, located near Annapolis Neck (being a part of Lot 2, as shown on the Plat in G.W. 107, folio 139, entitled the Division of Kent Property) Sixth Election District, Anne Arundel County, Md.

4. That said Tax Sale Certificates, as hereinabove set forth, to wit: Numbers A-3554, A-3418 and A-3477, dated October 14, 1957, setting forth the aforesaid sales to Southern Municipal Corporation and Walter R. Hardisty, (which sales certificates were subsequently assigned to Mildred P. Brice) are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1 to 3, inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

3

5. That a diligent and careful search of the Land Records, Law and Equity Records, Tax Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

That Amelia Kent, (who later inter-married with Leon Otto Turner) did purchase from Mary Dyson and William Dyson, her husband, One Acre, more or less,being part of Lot 4, as shown on the Plat of the Division of the Kent Property recorded in Liber G.W. 107, folio 139, and that the same was by deed dated the 8th day of October, 1938, conveyed to said Amelia Turner, (see deed in J.H.H. 196, folio 251) however, the description was erroneous and a confirmatory deed was later drawn from Mary Dyson, widow, to Amelia Kent Turner and Leon Otto Turner, her husband, said deed likewise was erroneous as to description, see deed J.H.H. 357, folio 33; subsequently thereto, Thomas L. Kent, widower and Ida Kent, widow, attempted to convey the balance of Lot 4, as shown on the plat of the Division of the Kent Property, duly recorded in G. W. 107, folio 139, see deed J.H.H. 908, folio 86. However, outstanding interests of other brothers and sisters and heirs at law were not included and their remains unaccounted for the interest of the following brothers and sisters or heirs at law claiming by or through them:

A. -Isaac S. Kent, who is presumed to have died in the year 1954, and his widow Georgianna Kent, there being no evidence of her death nor any evidence of children or heirs at law of either of the parties hereto mentioned.

B. - Heirs at law of Philip Brashears, who died intestate September 17, 1935, leaving surviving Christine Brown Brashears, widow, and two children, Philip Brashears, Jr., son, marital status unknown, and Gertrude Brashears, daughter, marital status unknown, and as to both addresses unknown.

C. - Heirs at law of Alice Kent Hammon (d), believed to have died intestate prior to 1928, and Solomon Hammon (d), he having died in 1928, intestate, leaving surviving him, one child a daughter,(see Administration No. 3911) Mary Hammon (d) Ringgold, marital status unknown and address unknown.

D. - Mary Abrams and Joshua Abrams, not brother or sister, but considered part of the family as they were raised by the mother and father of Mary Dyson (formerly Kent), and any or all persons claiming by or thru them, no estates found nor conveyances.

Further: That the said Amelia Kent Turner and Leon Otto Turner, her husband, did purchase from Thomas L. Kent, widower, the balance of Lot No. 2 (See plat of the Division of the Kent Property, said plat duly recorded among the Land Records of Anne Arundel County in Liber G.W. No. 107, folio 139) namely 3-2/3 Acres, more or less, see deed dated May 21, 1949 and duly recorded in Liber J.H.H. No. 522, folio 355. The original grantor, namely Thomas L. Kent, acquired the entire Lot No. 2 from the supposed heirs at law of Philip H. Kent, who died intestate in 1935, and had previously, to the above cited conveyance, conveyed "off" several parcels,

(see F.S.R. No. 77, folio 127, F.S.R. No. 145, folio 393 and J.H.H. No. 346, folio 110) However, at the time of the death of Philip H. Kent, there were other interests in the parcel of land hereinabove referred to (J.H.H. No. 268, folio 280, the deed wherein Thomas L. Kent acquired title). Therefore there remains unconveyed outstanding interests of heirs at law of brothers and sisters and those, if any, who might stand in their place, namely:

a. - Jane Kent, widow of Dennis Kent, deceased. Their being no administration on either of these estates.

b. - Philip Brashears, who died intestate, January 17, 1935 leaving surviving him a widow and two children, a son and daughter.(See Paragraph 5, Sub.-Paragraph B above) namely, Christine Brown Brashears, widow, Philip Brashears, Jr., Son, and Gertrude Brashears, daughter.

c. - Mary Abrams and Joshua Abrams, husband, neither are brother and sister of the deceased, but were considered as such, as Mary was raised by the deceased mother and father.

d. - Alice Kent Hammon(d) and Solomon Hammon(d), her husband, he having died in 1928 leaving surviving a daughter, Mary Hammon(d) Ringgold, the date or time of the daughter's death is unknown even the fact that she is or is not dead is unknown.

6. That the aforementioned and described real estate has not been redeemed by the defendants nor by anyone claiming by or through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sales.

7. That the Plaintiff purchased, as hereinabove set forth, all the land hereinabove mentioned at the aforesaid tax sale on the 14th day of October, 1957, as required by statute in such cases made and provided under the laws of the State of Maryland said properties having been advertised and sold for Taxes due, in arrears and unpaid to Anne Arundel County and the City of Annapolis, and the Plaintiff, as hereinabove set forth, bid and paid for the aforementioned Tax Sale Certificates, the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) A-3477	$700.00	$34.87
(2) A-3554	150.00	26.48
(3) A-3418	650.00	47.24

5

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

CERTIFICATE NO.	AMOUNT DUE
(1) A-3477	$34.87
(2) A-3554	26.48
(3) A-3418	47.24

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on the above certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound etc.

Mildred P. Brice
Mildred P. Brice - Plaintiff

C. Maurice Weidemeyer
C. Maurice Weidemeyer

J. Walter Scholz
J. Walter Scholz
236 Main Street
Annapolis, Maryland
COlonial 3-3957
Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Mildred P. Brice, being first duly sworn and on oath deposes and says that she has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by her subscribed, and knows the contents thereof and verily believes the same to be true.

SUBSCRIBED and SWORN to before me this 28th day of July, 1959.

Lenore L. Clark
Notary Public

LIBER 124 PAGE 81

(4)

A 3554 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], I sold to Southern Municipal at public auction for the sum of 150.00 Dollars and _____ Cents, of which 26.48 Dollars has been paid as a deposit on the property in District 2 described as Lot 1 Acre Sek 610-1 situated near Annapolis Neck Road

and assessed to Amelia K + Leon O Turner

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

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

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 19[illegible], 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 [illegible]
Notary Public.

My Commission Expires May 4, 19[illegible]

"PLAINTIFF's EXHIBIT NO. ONE"

8

LIBER 124 PAGE 82

Feb 20, 1959

FOR VALUE RECEIVED, we hereby assign Certificate No. 3554, shown on the reverse side hereof, unto Mildred P. Brice.

Witness:

Roberta W. Miller

SOUTHERN MUNICIPAL CORPORATION

By: C. Maurice Weidemeyer

C. Maurice Weidemeyer, Pres.

LIBER 124 PAGE 83

JHH 908-86

(4)

A 3418

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 [illegible], I sold to Walter R. Hardisty at public auction for the sum of 650 Dollars and 00 Cents, of which 47.24 Dollars has been paid as a deposit on the property in 2nd Dist described as 6.817 acres on Lot 4 Blk 610 situated on Annapolis Neck Rd.

and assessed to Amelia K. Lusner, Annapolis Neck, Annapolis Rte. 2, Annapolis, Md.

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

Witness my hand and seal, this [illegible] day of [illegible] 19[illegible]

Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires [illegible]

"PLAINTIFF'S EXHIBIT NO. TWO"

9

LIBER 124 PAGE 84

Feb 20, 1959

FOR VALUE RECEIVED, I hereby assign Certificate No. 3418, shown on the reverse side hereof, unto Mildred P. Brice.

Witness:

Walter R. Hardin (SEAL)

C Maurice Weidemeyer

LIBER 124 PAGE 85 (2)

A 3477 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr. *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Walter R. Hardisty at public auction for the sum of 700 Dollars and 00 Cents, of which 34.87 Dollars has been paid as a deposit on the property in District 6 described as 3.666 Acres Blk 626 situated Mr Bay Ridge Road

and assessed to Amelia & Leon O Turner 527 - 4 M M Enfpnd. M

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

Witness my hand and seal, this [illegible] day of [illegible] 19[illegible]

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, 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 4, 1959

"PLAINTIFF'S EXHIBIT NO. THREE"

10

Feb 20, 1959

FOR VALUE RECEIVED, I hereby assign Certificate No. 3477, shown on the reverse side hereof, unto Mildred P. Brice.

Witness:

Walter [illegible] (SEAL)

C Maurice Weidemeyer

10-A

C. Maurice Weidemeyer
J. Walter Scholz
236 Main Street, Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MILDRED P. BRICE
431 Balto. - Annapolis Blvd., E.
Glen Burnie, Maryland

IN EQUITY

EQUITY NO. 13,342

Plaintiff

vs.

Heirs at Law of AMELIA TOYER, Widow, and MARY DYSON, Widow, both now deceased.

ISAAC S. KENT and GEORGIANNA KENT, his wife, No Administration, No Address.

PHILIP BRASHEARS, deceased

CHRISTINE BROWN BRASHEARS (widow of Philip Brashears)
Lincoln's Apt. -B-2, Carver St., Parole, Annapolis, Maryland

PHILIP BRASHEARS, Jr. (son of Philip Brashears)
State of Florida, Address unknown

GERTRUDE BRASHEARS PARKER (Daughter of Philip Brashears)
Lincoln's Apt. -B-2, Carver St., Parole, Annapolis, Maryland

MARY HAMMON, also known as Mary Hammond, also known as Mary Hammon(d) Ringgold, and Mr._____Ringgold, her husband, (she being the daughter and only heir at law of Alice Kent Hammon(d) and Solomon Hammon(d), her husband, both presumed to be dead.

MARY ADAMS and JOSHUA ADAMS, Address Unknown

JANE KENT, Widow of Dennis Kent, Address unknown, No Administration in Orphan's Court of Anne Arundel County.

LOUISE KENT, widow of Philip H. Kent, Address unknown, No Administration in Orphans' Court of Anne Arundel County

and

AMELIA KENT TURNER and LEON OTTO TURNER, her husband, 527 Fourth Street, Annapolis, Maryland

And the unknown heirs at law, alienees, assignees and devisees of any of the aforementioned persons, and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERT. NO.
(1) Second	Lot 1 acre, Blk. 610, Situated near Annapolis Neck Road	A-3554

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(2) Second	6.817 Acres, or Lot 4, Block 610 Situated near Annapolis Neck Road	A-3418
(3) Sixth	3.666 Acres, Block 626, situated near Bay Ridge Road	A-3477

The above three parcels of land being parts of the parcels of land shown on the Plat of the Division of the Kent Property, said plat recorded among the Plat Records of Anne Arundel County in Liber G.W. 107, folio 139.

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, and subsequently assigned to Mildred P. Brice, Plaintiff, on October 14, 1957, for amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, and subsequently assigned to Mildred P. Brice, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. A-3554 - Lot 1 acre, Block 610-1, situated near Annapolis Neck Road, Second Election District, and assessed to Amelia K. and Leon O. Turner, and sold to the Plaintiff for $150.00 of which sum $26.48 has been paid on account.

(2) Certificate No. A-3418 - 6.817 acres or Lot 4, Block 610, situated near Annapolis Neck Road, Second Election District, and assessed to Amelia K. Turner and sold to the Plaintiff for $650.00 of which sum $47.24 has been paid on account.

12

(3) Certificate No. A-3477 - 3.556 Acres, Blk. 626, situated near Bay Ridge Road, Sixth Election District, and assessed to Amelia and Leon O. Turner, and sold to Plaintiff for $700.00 of which sum, $34.87 has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 28th day of July, 1959, by the Circuit Court for Anne Arundel County in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 7th day of October, 1959, next, warning the said heirs at law of Amelia Toyer, Widow, and Mary Dyson, Widow; Isaac S. Kent and Georgianna Kent, his wife; Christine Brown Brashears (widow of Philip Brashears), Philip Brashears, Jr., Son, Gertrude Brashears, Daughter; Mary Hammon, also known as Mary Hammond and also known as Mary Hammon(d) Ringgold and _____ Ringgold, her husband, (she being the daughter and only heir at law of Alice Kent Hammon(d) and Solomon Hammon(d); Mary Abrams and Joshua Abrams; Jane Kent, Widow of Dennis Kent; Louise Kent, Widow of Philip H. Kent; and Amelia Kent Turner and Leon Otto Turner, her husband, and the unknown heirs at law, alienees, assignees and devisees of any of the aforementioned persons, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 7th day of October, 1959, and

13

redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Mildred P. Brice, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

14

C. MAURICE WEIDEMEYER
J. WALTER SCHOLZ
Attorneys
236 Main Street
Annapolis, Maryland

In The Circuit Court For Anne Arundel County, Maryland In Equity No. 13,342

MILDRED P. BRICE
431 Balto.-Annapolis Blvd., E. Glen Burnie, Maryland

Plaintiff

vs.

Heirs at Law of AMELIA TOYER Widow, and MARY DYSON, Widow, both now deceased.

ISAAC S. KENT and GEORGIANNA KENT, his wife, No Administration, No Address.

PHILIP BRASHEARS, deceased CHRISTINE BROWN BRASHEARS (widow of Philip Brashears) Lincoln's Apt. —B-2, Carver St., Parole, Annapolis, Maryland

PHILIP BRASHEARS, Jr. (son of Philip Brashears) State of Florida, Address unknown

GERTRUDE BRASHEARS PARKER (Daughter of Philip Brashears) Lincoln's Apt. —B-2, Carver St., Parole, Annapolis, Maryland.

MARY HAMMON, also known as Mary Hammond, also known as Mary Hammon (d) Ringgold, and Mr. Ringgold, her husband, (she being the daughter and only heir at law of Alice Kent Hammon (d) and Solomon Hammon (d), her husband, both presumed to be dead.

MARY ABRAMS and JOSHUA ABRAMS, Address Unknown

JANE KENT, Widow of Dennis Kent, Address unknown, No Administration in Orphan's Court of Anne Arundel County.

LOUISE KENT, widow of Philip H. Kent, Address unknown, No Administration in Orphans' Court of Anne Arundel County

and

AMELIA KENT TURNER and LEON OTTO TURNER, her husband, 527 Fourth Street, Annapolis, Maryland

And the unknown heirs at law, alienees, assignees and devisees of any of the aforementioned persons, and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT (1) Second — DESCRIPTION Lot 1 acre, Blk. 610, Situated near Annapolis Neck Road — CERT. NO. A-3554.

DISTRICT (2) Second — DESCRIPTION 6.817 Acres, or Lot 4, Block 616 Situated near Annapolis Neck Road — CERT. NO. A-3418.

DISTRICT (3) Sixth — DESCRIPTION 3.666 Acres, Block 626, situated near Bay Ridge Road — CERT. A-3477.

The above three parcels of land being parts of the parcels of land shown on the Plat of the Division of the Kent Property, said plat recorded among the Plat Records of Anne Arundel County in Liber G.W. 107 folio 139.

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, and subsequently assigned to Mildred P. Brice, Plaintiff, on October 14, 1957, for amounts in said Certificates hereinafter set forth:

Defendants

LIBER 124 PAGE 91 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 2, 1959

We hereby certify, that the annexed Order of Publication Eq. 13,342 Property Mildred P. Brice vs Amelia Toyer (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 7th day of October, 1959. The first insertion being made the 6th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 SEP -3 PM 1:23

By H. Tilghman

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, and subsequently assigned to Mildred P. Brice, Plaintiff in these proceedings; for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. A-3554 — Lot .1 acre, Block 610-1, situate near Annapolis Neck Road, and Election District, and assessed to Amelia K. and Leon O. Turner, and sold to the Plaintiff for $150. of which sum $26.48 has been paid on account.

(2) Certificate No. A-[illegible] — 6.817 acres or Lot 4, Block 610, situated near Annapolis Neck Road, Second Election District, and assessed to Amelia K. Turner and sold to the Plaintiff for $650 of which sum $47.24 has been paid on account.

(3) Certificate No. A-3477 — 3.666 Acres, Blk. 626, situated near Bay Ridge Road, Sixth Election District, and assessed to Amelia and Leon O. Turner, and sold to Plaintiff for $700.00 of which sum, $34.87 has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 28th day of July, 1959, by the Circuit Court for Anne Arundel County in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 7th day of October, 1959, next, warning the said heirs at law of Amelia Toyer, Widow, and Mary Dyson, Widow; Isaac S. Kent and Georgianna Kent, his wife; Christine Brown Brashears (widow of Philip Brashears), Philip Brashears, Jr., Son, Gertrude Brashears, Daughter; Mary Hammon, also known as Mary Hammond and also known as Mary Hammon (d) Ringgold and Ringgold, her husband, she being the daughter and only heir at law of Alice Kent Hammon (d) and Solomon Hammon (d); Mary Abrams and Joshua Abrams; Jane Kent, Widow of Dennis Kent; Louis Kent, Widow of Philip H. Kent; and Amelia Kent Turner and Leon Otto Turner, her husband, and the unknown heirs at law, aliences, assignees and devisees of any of the aforementioned persons, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 7th day of October, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Mildred P. Brice, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-27

MILDRED P. BRICE Plaintiff vs. HEIRS AT LAW OF AMELIA TOYER, etc., et al. Defendants	* * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 13,342

* * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that, before me, the subscriber, a Notary Pulbic of said State, in and for said County, personally appeared Mildred P. Brice, Plaintiff herein, and made oath in due form of law that:

(1) She has made diligent inquiry concerning all of the Defendants herein and from such inquiry, she is advised and believes and therefore avers that several of the Defendants are deceased and therefore not in the military service and as to the other Defendants, none are in the military service, with exception of Defendant Philip Brashears, and information is that he is located somewhere in the State of Florida and Affiant has no information that he is in any way connected with the military service and therefore Affiant avers that all Defendants are not in the military service.

(2) That the properties referred to herein are vacant lots, were not owned or occupied by the defendants or their dependents, either at the time of the tax sale herein or during the pendency of this suit, for dwelling, agricultural or business purposes.

Mildred P. Brice
Mildred P. Brice

SUBSCRIBED and SWORN to before me this 8th day of December, 1959.

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1959 DEC -8 AM 10:12

Linwood L. Clark
Notary Public

16

MILDRED P. BRICE	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
HEIRS AT LAW OF AMELIA TOYER, etc., et al.	*	IN
Defendants	*	EQUITY NO. 13,342
	*	

* * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold on the 14th day of October, 1957, for non-payment of taxes due for the years 1956 and 1957.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Jane Kent, Amelia Kent Turner, Leon Otto Turner, her husband, Louise Kent, John Edward Parker, Mary Hammon (Mary Hammond, Mary Hammon (d) Ringgold) Mr. Ringgold, her husband, Mary Abrams, Joshua Abrams, Isaac S. Kent, Georgianna Kent, Philip Brashears, Christine Brown Brashears and Gertrude Brashears Parker, have been twice returned "non est", as to each Defendant, as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so

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17

appear and file an Answer having now expired, it is therefore, this 9th day of December, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid on the 14th day of October, 1957.

Matthew S. Evans

JUDGE

18

MILDRED P. BRICE	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
HEIRS AT LAW OF AMELIA TOYER, etc., et al.	*	IN
Defendants	*	EQUITY NO. 13,342

* * * * * * *

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered and it appearing to the Court that subpoenas issued out of this Court directed to the Defendants, Jane Kent; Amelia Kent Turner; Leon Otto Turner, her husband; Louise Kent; John Edward Parker; Mary Hammon (Mary Hammond, Mary Hammon(d) Ringgold), Mr. Ringgold, her husband; Mary Abrams; Joshua Abrams; Isaac S. Kent; Georgianna Kent; Philip Brashears; Christine Brown Brashears; and Gertrude Brashears Parker, have been twice returned "non est", as to each Defendant, as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendant, Philip Brashears, Jr., being a non-resident, and the unknown Heirs at Law of Amelia Toyer and Mary Dyson, both deceased, have been duly served by publication.

And it further appearing that a Decree Pro Confesso was entered herein on the 9th day of December, 1959, against all of the Defendants hereinbefore mentioned, and that none of the aforesaid parties against whom the decree Pro Confesso was entered, have entered their appearances herein or filed an answer in these proceedings or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 12th day of January, 1960.

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Jane Kent; Amelia Kent Turner; Leon Otto Turner, her husband; Louise Kent;

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19

John Edward Parker; Mary Hammon (Mary Hammond, Mary Hammon(d) Ringgold), Mr. Ringgold, her husband; Mary Abrams; Joshua Abrams; Isaac S. Kent; Georgianna Kent; Philip Brashears; Christine Brown Brashears; Gertrude Brashears Parker; Philip Brashears, Jr. and unknown heirs at law of Amelia Toyer and Mary Dyson, both deceased, and any and all persons having or claiming to have any right, title or interest in the herinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold on the 14th day of October, 1957 for non-payment of taxes for the years 1956 and 1957, to wit:

(1) Certificate No. A-3554: 1 acre, more or less, Block 610-1, situated near Annapolis Neck Road. (Being part of the property shown on the plat duly recorded in the Land Records of Anne Arundel County in Liber G. W. 107, folio 139), Second Election District, and assessed to Amelia K. and Leon C. Turner.

(2) Certificate No. A-3418: 6.817 acres, more or less, or Lot 4, Block 610, situated near Annapolis Neck Road, (see plat above mentioned), Second Election District, and assessed to Amelia K. Turner.

(3) Certificate No. A-3477: 3.66 acres, more or less, Block 626, situated near Bay Ridge Road, located Annapolis Neck (being a part of Lot 2, as shown on the Plat in G.W. No. 107, folio 139, above mentioned), Sixth Election District, and assessed to Amelia and Leon C. Turner.

free and clear of all alienations and descents of said property occuring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public proceedings is subject, and it is further

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to Mildred P. Brice, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further

ORDERED that the Plaintiff pay the costs of these proceedings

Benjamin Michaelson
JUDGE

20

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SIEGFRIED MICHAELIS and
ALDONA Z. MICHAELIS, his wife
Woodland Beach, A.A. Co., Md.

Plaintiffs

IN EQUITY
NO. 13,570
18-366

vs.

JOHN W. GROVER, JR.
628 5th Street N.E.
Washington, D.C.
And any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Lots Nos. 3562,3563,3564,3565, and 3566, Woodland Beach, as shown on Plat of Woodland Beach entitled "Second Map of Woodland Beach, District No. One, Anne Arundel County, Maryland", recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 13.

Defendants

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiffs complaining say:

1. That they are adult citizens of the State of Maryland, and bring this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70-116 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on the 14th day of October, 1958, S. Michaelis, a Plaintiff herein, purchased at a regular tax sale from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County and received Certificate of Tax Sale therefor from said Collector of Taxes to the hereinafter described real estate located in Anne County; which certificate was subsequently assigned to Siegfried Michaelis and Aldona Z. Michaelis, his wife, Plaintiffs herein. (As evidenced by certificate attached hereto).

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1959 DEC 29 PM 2:55

Certificate No. A-3753; Lots 3562 to 3556 as shown on the Plat of Woodland Beach

3. That said Tax Sale Certificate, as hereinabove set forth, to wit; No. A-3753, dated October 14th, 1958, setting forth the aforesaid sale to S. Michaelis(which sale certificate was subsequently assigned to Siegfried Michaelis and Aldona Z. Michaelis, his wife) is attached hereto and filed herewith as "Plaintiff's Exhibit Number 1" and is prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

That John W. Grover, Jr. is the record owner of lots Nos. 3562, 3563, 3564, 3565 and 3566, Woodland Beach, as shown on a Plat of Woodland Beach entitled "Second Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 13, by virtue of a deed dated May 5, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 574 folio 196, from Woodland Beach Property Owners Association, Inc.

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

6. That the Plaintiffs purchased, as hereinabove set forth, all the land hereinabove mentioned at the aforesaid tax sale on the 14th day of October, 1958, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for Taxes due, in arrears and unpaid to Anne Arundel County, and the Plaintiffs, as hereinabove set forth, bid and paid for the aforementioned

Tax Sale Certificate, the following amount:

Certificate No.	Bid	Price Paid
A-3753	$64.00	$60.24

7. That the amount necessary for redemption of the aforesaid Tax Sale Certificate is as follows:

Certificate No.	Amount Due
A-3753	$60.24

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificate of Tax Sale and costs on the above certificate.

TO THE END THEREFORE, YOUR PLAINTIFFS PRAY:

(1) That writ of subpoena be issued and served upon the Defendant herein commanding him to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiffs, directed to the Defendant and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendant and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiffs a Deed to the property herein involved, vesting in Plaintiffs a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

Siegfried Michaelis
Siegfried Michaelis

Aldona Z. Michaelis
Aldona Z. Michaelis

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Siegfried Michaelis and Aldona Z. Michaelis, being first duly sworn and on oath, depose and say that they have read the foregoing Bill of Complaint to Foreclose Equities of Redemption by them subscribed, and know the contents thereof and verily believe the same to be true.

SUBSCRIBED and SWORN to before me this 21st day of December, 1959.

Mildred P. Bruce
Notary Public

LIBER 124 PAGE 102

A 3753

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1958, I sold to S. Michaelis Rt 3 - Box 218 Edgewater Md at public auction for the sum of 64 Dollars and 00 Cents, of which 60.24/100 Dollars has been paid as a deposit on the property in District 1 described as Lots 3562 to 3566 as shown on the plat of Woodland Beh.

and assessed to John W. Brown Jr 628-5th Ave

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

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

_____
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

_____
Notary Public.

My Commission Expires _____

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1959 DEC 29 PM 2:50

Plaintiffs' Exhibit No. 1

FOR VALUE RECEIVED, I hereby assign and transfer all my right, title and interest in and to 1958 Tax Sale Certificate No. A3753, as shown on the reverse side hereof, unto Siegfried Michaelis and Aldona Z. Michaelis.

AS WITNESS my hand and seal this 21st day of December, 1959.

Witness: C. Maurice Weidemeyer

S. Michaelis (SEAL)

S. Michaelis

5-A

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney

No. 13,570 Equity

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SIEGFRIED MICHAELIS
ALDONA Z. MICHAELIS, his wife,
Woodland Beach, A. A. Co., Md.

Plaintiffs

vs.

JOHN W. GROVER, JR., 628-5th Street, N. E., Washington, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERT. NO.
First	Lots 3562, 3563, 3564, 3565 & 3566, Woodland Beach, as shown on a Plat entitled "Second May of Woodland Beach, District No. 1, Anne Arundel County, Maryland", (Plat Book 8, folio 13)	A-3753

As substantially described in Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County to S. Micharlis on October 14, 1958 and subsequently assigned to Siegfried Michaelis and Aldona Z. Michaelis, his wife, for amount in said Certificate hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1958, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, and subsequently assigned to Siegfried Michaelis and Aldona Z. Michaelis, his wife, Plaintiffs

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in these proceedin s, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. A-3753 - Lots 3562, 3563, 3564, 3565 and 3566, as shown on a plat entitled "Second Map of Woodland Beach, Dist. No. 1, Anne Arundel County, Maryland", First Election District and assessed to John W. Grover, Jr. and sold to the Plaintiffs for $64.00 of which sum $60.24 has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1958.

It is thereupon this 29th 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 10th day of March, 1960, next warning the said John W. Grover, Jr. and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 10th day of March, 1960, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiffs, Siegfried Michaelis and Aldona Z. Michaelis, his wife, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

7

C. AURICE ... ID MEYER
236 Main Street
Annapolis, Maryland
Attorney

In The Circuit Court For Anne Arundel County, Maryland
Equity No. 13,570

SIEGFRIED MICHAELIS ALDONA Z. MICHAELIS, his wife, Woodland Beach, Anne Arundel County, Maryland.
Plaintiffs
versus
JOHN W. GROVER, JR., 628 5th Street, N.E., Washington, D.C. AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT, First. DESCRIPTION: Lots 3562, 3563, 3564, 3565 & 3566, Woodland Beach, as shown on a Plat entitled "Second Map of Wodland Beach, District No. 1, Anne Arundel County, Maryland", (Plat Book 8, folio 13)

As substantially described in Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to S. Michaelis on October 14, 1958 and subsequently assigned to Siegfried Michaells and Aldona Z. Michaells, his wife, for amount in said Certificate hereinafter set forth:

Defeodants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendaots in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1958, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, and subsequently assigned to Siegfried Michaelis and Aldona Z. Michaelis, his wife, Plaintiffs in these proceedings for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. A-3753 — Lots 3562, 3563, 3564, 3565 and 3566, as shown on a plat entitled "Second Map of Woodland Beach, Dist. No. 1, Anne Arundel County, Maryland", First Electioo District and assessed to John W. Grover, Jr. and sold to the Plaintiffs for $64.00 of which sum $80.24 has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have oot been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1958.

It is thereupon this 29th 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 10th day of March, 1960, next warning the said John W. Grover, Jr. aod any and all persons having or claiming to have any interest in the above mentiooed parcels of land and all persons interested iu said property to be and appear in this Court in proper person or by Solicitor on or before the 10th day of March, 1960, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiffs, Siegfried Michaells and Aldona Z. Michaells, his wife, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
TRUE COPY

OFFICE OF LIBER 124 PAGE 106

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 of Publication
Eq. No. 13,570.

John W. Grover, 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 10th day of March, 1960. The first insertion being made the 7th day of January, 1960.

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

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1960 FEB -3 AM 11:07

LIBER 124 PAGE 107

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS, his wife,	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
JOHN W. GROVER, JR.,	:	No. 13,570
Defendant	:	

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, attorney for Siegfried Michaelis and Aldona Z. Michaelis, his wife, Plaintiffs herein, first being duly sworn, on oath deposes and says:

That he mailed a copy of the bill of complaint and order of publication issued herein, by certified mail, return receipt requested, to non-resident defendant John W. Grover, Jr., which said letter was mailed on January 5, 1960, as evidenced by receipt of certified mail attached hereto and made a part hereof; and that the said certified letter to John W. Grover, Jr., was returned marked "Unclaimed".

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 27th day of April, 1960.

Mary Harrison

Notary Public

RECEIPT FOR CERTIFIED MAIL—20¢ 349

SENT TO John W. Grover, Jr.

STREET AND NO. 628 5th Street, N. E.

CITY AND STATE Washington, D. C.

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

POD Form 3800 Jul 1957 SEE OTHER SIDE

POSTMARK OR DATE JAN 5 1960

FILED 1960 APR 28 AM 11:03

No. 65695

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS, his Wife,	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
JOHN W. GROVER, JR.,	:	No. 13,570
Defendant	:	
	:	

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 Siegfried Michaelis, Plaintiff herein, and made oath in due form of law that:

1. He has made inquiry concerning the defendant herein and that he has no information that he is in the Military Service, and therefore avers that the defendant is not in the Military Service.

Siegfried Michaelis
Siegfried Michaelis

SUBSCRIBED and SWORN to before me this 27th day of April, 1960.

Mary Harrison
Notary Public

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1960 APR 28 AM 11:03

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS, his Wife	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
JOHN W. GROVER, JR.,	:	No. 13,570
Defendant	:	
	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order, against the defendant named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to the said defendant and sold to Siegfried Michaelis on October 14, 1958, for non-payment of taxes due for the years 1957 and 1958.

And it further appearing that the defendant, John W. Grover, Jr., being a non-resident, has been duly served by publication.

And it further appearing that the aforesaid defendant has failed to enter his appearance herein in person or by solicitor, and failed to file an answer to the bill of complaint, and the time within which said defendant could so appear and file an answer having now expired, it is thereupon this 29th day of April, 1960, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be and the same is hereby taken pro confesso against the said

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defendant and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said defendant and described on the books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 14th day of October, 1958.

Matthew L. Brown
Judge

12

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS, his wife, Plaintiffs	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
JOHN W. GROVER, JR., Defendant	:	NO. 13,570

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendant, John W. Grover, Jr., being a non-resident, has been duly served by publication.

And it further appearing that a decree pro confesso was entered herein on the 29th day of April 1960 against the aforesaid defendant, and that he has not entered his appearance herein or filed an answer in these proceedings or proceeded to redeem herein; it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 11th day of June, 1960,

ADJUDGED, ORDERED and DECREED that all rights of redemption in the property mentioned herein of the defendant, John W. Grover, Jr., and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiffs in and to the following described property sold to Siegfried Michaelis on October 14, 1958, for non-payment of taxes due for the years 1957 and 1958, to wit:

Certificate No. A3753 - Lots 3562, 3563, 3564, 3565 and 3566, Woodland Beach, as shown on a plat entitled

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13

"Second Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland" (said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 13), First District, assessed to John W. Grover, Jr.

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause; and it is further

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to Siegfried Michaelis and Aldona Z. Michaelis, his wife, plaintiffs in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements upon payment by the Plaintiffs to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid Certificate, if any; and it is further

ORDERED that the Plaintiffs pay the costs of these proceedings.

Matthew Evans
Judge

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
DAVID SIMMS and THELMA	*	ANNE ARUNDEL COUNTY
M. SIMMS, his wife	*	In Equity
	**********	Equity No. 13,382

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

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LIBER 124 PAGE 114

County Form.

BOOK 596 PAGE 77

"PETITIONER'S EXHIBIT A"

Equity No. 13,382

This Mortgage, Made this 23rd day of October, in the year one thousand, nine hundred and fifty - - - - - -, between DAVID SIMMS and THELMA M. SIMMS, his wife, -

of Anne Arundel County - - - - - - - - - - -, in the State of Maryland, Mortgagor s , and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors , being members of said body corporate, have received therefrom an advance of EIGHTEEN HUNDRED ($1800.00) - - - - - - - - - - - - - - - - - - Dollars, ~~being part of the purchase money for the property herein described~~

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

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

(A) of the sum of EIGHTEEN ($18.00) - - - - - - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of TWO DOLLARS & FIFTY CENTS ($2.50) - - - - - - - - - Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the 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 under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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 s do - grant, convey and assign unto the said Mortgagee, its successors and assigns, all that - - - - - - - - - - - - lot of ground situate and lying in Anne Arundel - - - - - County, in said State, and described as follows:

BEGINNING for the same at a point on the northeast side of a Branch, the boundary line of the Grimes' land near the junction of the sixth and seventh lines of the meander line of the Branch thence north thirty-seven degrees east fifteen perches to an iron pipe thence south fifty-three degrees east twelve perches to a pipe thence south thirty-seven degrees west seventeen perches to the Branch thence following the northeast bank of the Branch twelve and one-quarter perches to the place of beginning. Containing one acre and thirty-two square perches of land, situate on a ten foot right-of-way leading to Forest Avenue.

1959 AUG 22 AM 10:47

BEING the same lot of ground which by Deed dated May 23, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 329 folio 194 was granted and conveyed by JOHN W. GRIMES and NINA M. GRIMES, his wife, to DAVID SIMMS and THELMA M. SIMMS, his wife, the within Mortgagors.

SAVING AND EXCEPTING therefrom, however, all that portion of said lot of ground containing one hundred thirty-six one-thousandths of an acre, more or less, which was granted and conveyed by DAVID SIMMS and THELMA M. SIMMS, his wife, to FRANCIS E. SIMMS and ROSE E. SIMMS, his wife, by Deed dated September 2, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 588 folio 344.

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, ~~[illegible]~~ forever in fee simple.

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

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

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for **William C. Rogers**, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $100.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their - - - - heirs, personal representatives and assigns, do - - hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel - - - County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs 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 commissions.

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:

HERBERT E. MUSE

David Simms (SEAL)
DAVID SIMMS

Thelma M. Simms (SEAL)
THELMA M. SIMMS

INSPECTED F. O. B. H. L. B. R.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this [illegible] day of [illegible], 1950, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore County personally appeared DAVID SIMMS and THELMA M. SIMMS, his wife, - - - - - - - - - - - - - the Mortgagor s, named in the aforegoing mortgage, satisfactorily proven to be the person s whose name s 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 THOMAS J. STODDARD, - - - - - - - - - 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.

My commission expires May 7th, 1951.

[illegible signature]
Notary Public.

Recorded- 25th October, 1950, at 9:30 A.M.

MORTGAGE

FROM

DAVID SIMMS and THELMA M. SIMMS, his wife,

TO

61175

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record Oct 2[illegible] 1950 at 2:30 o'clock P M. Same day recorded in Liber [illegible] No. 596 Folio 77 etc., one of the Land Records of [illegible] and examined per [illegible], Clerk.

Cost of Record, $

WILLIAM C. ROGERS
Attorney at Law
1521-26 Munsey Building
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE NO.
WRITTEN BY...
FORM APPROVED...
READY FOR RECORD...

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
DAVID SIMMS and THELMA M.	*	ANNE ARUNDEL COUNTY
SIMMS, his wife	*	

In Equity

********** Equity No. 13,382

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from David Simms and Thelma M. Simms, his wife, to Fraternity Federal Savings and Loan Association, dated October 23, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 596, folio 77.

David Simms & wife
Forest Avenue
Dorsey, Maryland

August 13, 1959

Original amount of Loan	$1800.00
Interest On Loan	668.25
Taxes	248.23
Fire Insurance	41.85
	$2758.33
Less Payments	2080.70
Balance	$ 677.63

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY George L. Coleman
GEORGE L. COLEMAN, Asst. Secretary

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

I HEREBY CERTIFY that on this 14th day of August, 1959 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared George L.Coleman, Asst. Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
Notary Public

FILED
1959 AUG 22 AM 10:47

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
DAVID SIMMS and	:	ANNE ARUNDEL COUNTY
THELMA M. SIMMS, his wife	:	In Equity

: : : : : No. [illegible]

AMENDED

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from David Simms and Thelma M. Simms, his wife, to Fraternity Federal Savings and Loan Association, dated October 23, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 596, folio 77.

February 12 , 1960

David Simms & wife
Forest Avenue
Dorsey, Maryland

Original amount of loan	$1,800.00
Interest	686.74
Taxes	248.23
Fire insurance	62.75
	$2,797.72
Less amount of payments	2,162.70
	$ 635.02

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: William G. Riggs
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

I HEREBY CERTIFY that on this 12 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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILED
1960 FEB 13 AM 9:34

[illegible] Moore
Notary Public

7

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
DAVID SIMMS and THELMA	*	ANNE ARUNDEL COUNTY
M. SIMMS, his wife	*	In Equity

* * * * * * *

No. 13,842 Equity

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

On this 12th day of February 1959 before me, the subscriber, a Notary Public of the State of M ryland in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That David Simms and Thelma M. Simms, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said David Simms and Thelma M. Simms, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED
1960 FEB 13 AM 9:34

8

10 PAGE 179

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 124 PAGE 121

No. 13 [illegible]

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND FIVE HUNDRED AND 00/100 ($2,500.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10th day of February in the year of our Lord 1960

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from David Simms and Thelma M. Simms, his wife

to Fraternity Federal Savings and Loan Association

bearing date the 23rd day of October, 1950 and recorded among the mortgage records of Anne Arundel County

in Liber J.H.H. No. 596 Folio 77 and William C. Rogers

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers

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

In Testimony Whereof, the above bounden William C. Rogers

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore — William C. Rogers (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony *As to Surety* — By Joseph C. McHugh *Attorney-in-Fact*

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

FILED
1960 FEB 13 AM 9:34

Bond approved this 13th day of February 1960
George T. Cromwell, Clerk

Winson G. Gott, Jr., Attorney
Lee Bldg., Annapolis, Md.

Attorney's Sale

Of Valuable Improved Fee Simple Property

NEAR DORSEY IN 4TH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from David Simms and Thelma M. Simms, his wife, to Fraternity Federal Savings and Loan Association, dated October 23, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 596, folio 77, default having occurred thereunder, the undersigned as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, February 13, 1960 at 11 A.M.

All that lot of ground with improvements thereon on a right of way leading to Forrest Avenue, and described as follows: Beginning for the same at a point on the northeast side of a Branch, the boundary line of the Grimes' land near the junction of the sixth and seventh lines of the meander line of the Branch thence north thirty seven degrees east fifteen perches to an iron pipe thence south fifty-three degrees east 12 perches to a pipe thence south thirty seven degrees west seventeen perches to the Branch thence following the northeast bank of the Branch twelve and one-quarter perches to the place of beginning. Containing 1 acre and 32 square perches of land, situate on a ten foot right-of-way leading to Forest Avenue. Being the same lot of ground which by Deed dated May 23, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 329, folio 194 was granted and conveyed by John W. Grimes and wife to the said Mortgagors. Saving and excepting therefrom, however, all that portion of said lot of ground containing 0.136 acre, more or less, which was conveyed by said David Simms and wife to Francis E. Simms and wife by Deed dated September 2, 1950 and recorded in JHH No. 588, folio 344. Subject to the right-of-way mentioned in said Deed from Grimes to Simms in JHH 329, folio 194 and subject to pole line agreement to Consol. Gas, Elec. Co. recorded in JHH No. 574, folio 447 and to the legal operation and effect of any other agreements of record.

16

IMPROVEMENTS: This property is improved by two frame bungalows, one containing 5 rooms and the other 2 rooms; both with hot-air oil heat.

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

WILLIAM C. ROGERS,
Attorney named in Mortgage,
113 E. Baltimore Street,
Baltimore 2, Maryland
ROBERT H. CAMPBELL,
Auctioneer

F-12

LIBER 124 PAGE 122 OFFICE C

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 16, 1960.

We hereby certify, that the annexed

Attorney's Sale

David Simms
Equity No. 13,382

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 13th day of February, 1960. The first insertion being made the 22nd day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 FEB 18 PM 4 48

By [illegible]

ROBERT H. CAMPBELL ..... Auctioneer

WINSON G. GOTT, JR., ATTORNEY
Lee Bldg., Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Property

NEAR DORSEY
IN 4TH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from David Simms and Thelma M. Simms, his wife, to Fraternity Federal Savings and Loan Association, dated October 23, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 596, folio 77, default having occurred thereunder, the undersigned as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Feb. 13, 1960

AT 11 O'CLOCK A. M.

All that lot of ground with improvements thereon on a right of way leading to Forest Avenue, and described as follows: Beginning for the same at a point on the northeast side of a Branch, the boundary line of the Grimes' land near the junction of the sixth and seventh lines of the meander line of the Branch thence north thirty seven degrees east fifteen perches to an iron pipe thence south fifty-three degrees east twelve perches to a pipe thence south thirty seven degrees west seventeen perches to the Branch thence following the northeast bank of the Branch twelve and one-quarter perches to the place of beginning; Containing 1 acre and 32 square perches of land, situate on a ten foot right-of-way leading to Forest Avenue. Being the same lot of ground which by Deed dated May 23, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 329, folio 194 was granted and conveyed by John W. Grimes and wife to the said Mortgagors. Saving and excepting therefrom, however, all that portion of said lot of ground containing 0.136 acre, more or less, which was conveyed by said David Simms and wife to Francis E. Simms and wife by Deed dated September 2, 1950 and recorded in JHH No. 588 folio 344. Subject to the right-of-way mentioned in said Deed from Grimes to Simms in JHH 329 fol. 194 and subject to pole line agreement to Consol. Gas, Elec. Co. recorded in JHH No. 574, fol. 447 and to the legal operation and effect of any other agreements of record.

IMPROVEMENTS: This property is improved by two frame bungalows, one containing 5 rooms and the other 2 rooms; both with hot-air oil heat.

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

WILLIAM C. ROGERS
Attorney Named in Mortgage
113 E. Baltimore Street
Baltimore 2, Maryland

FILED
1960 FEB 18 PM 3:36

I hereby certify that I have this 13th day of February, 1960, sold the within described property to John D. Range and Edith I. Range, his wife at and for the sum of One Thousand, Eight Hundred & Fifty Dollars $1850.00 they being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that We have on this 13th day of February, 1960, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of One Thousand, Eight Hundred and Fifty Dollars ($1850.00) and we hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

John D. Range

Edith I. Range

FILED

1960 FEB 18 PM 3:36

12

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
DAVID SIMMS and	:	ANNE ARUNDEL COUNTY
THELMA M. SIMMS, his wife	:	In Equity

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

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

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of fee simple property known as Forest Avenue, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of the sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, February 13, 1960 at 11:00 o'clock A.M., at the Court House Door and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto John D. Range and Edith I. Range, his wife, at and for the price of $1,850.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage.

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

I HEREBY CERTIFY that on this 16th day of February, 1960 before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true , as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
Notary Public
Herbert C. Moore

FILED
1960 FEB 18 PM 3:36

13

ORDER NISI

LIBER 124 PAGE 127

William C. Rogers, Attorney Named in Mortgage

versus

David Simms and Thelma M. Simms, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,382 Equity

Ordered, this 18th day of February, 19 60, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 1,850.00

George T. Cromwell Clerk.

True Copy,

FILED 1960 FEB 18 PM. 3:36

TEST: _____ Clerk.

(Final Order)

William C. Rogers, Attorney Named in Mortgage

versus

David Simms and Thelma M. Simms, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 29th day of March, 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.

O. Bris Duckett JUDGE.

FILED

1960 MAR 29 PM 2:43

14

LIBER 124 PAGE 128

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

Attorneys Sale

OF VALUABLE FEE SIMPLE IMPROVED PROPERTY

Near Dorsey 4th District

Under and by virtue of the power of sale contained in a Mortgage from David Simms and Thelma M. Simms, his wife, to Fraternity Federal Savings and Loan Association, dated October 23, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 596, folio 77, the undersigned will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Saturday, Feb. 13, 1960 at 11 A. M.

a lot on a right of way leading to Forest Avenue containing 1.06 acres more or less, improved by 2 frame bungalows. For full particulars see advertisment in The Evening Capital, Feb. 5th or 12th.

WILLIAM C. ROGERS
Attorney named in Mortgage
113 E. Baltimore Street
Baltimore 2, Md.

F-11

No. M. G. 13058

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 29, 1960

We hereby certify, that the annexed Attorney's Sale

David Simms.

Equity No 13,382

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, ~~once a week~~ for 1 ~~successive weeks~~ insertion before the 13th day of February, 1960. The first insertion being made the 11th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAR 15 PM 3:45 Tilghman

LIBER 124 PAGE 129

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 13,382 Equity
William C. Rogers, Attorney Named in Mortgage
VERSUS
David Simms and Thelma M. Simms, his wife

Ordered, this 18th day of February, 1960, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $1,850.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
M-16

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 23, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13382

David Simms

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 22nd day of March, 1960. The first insertion being made the 24th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 13368 1960 MAR 24 PM 2:54 By H. Tilghman

16

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
David Simms
and
Thelma M. Simms, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,382 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 16, 1960

Dr. William C. Rogers, Attorney named in Mortgage in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	89	09	189	09
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee paid				
Clerk of Court - final Court costs	21	60		
Joseph W. Alton - Sheriff's costs	2	90		
Jos. C. Deegan - Sheriff's costs	1	00		
Auditor - stating this account	18	00	43	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	90	15		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	15	85		
Fidelity & Deposit Co.of Md. -bond premium	10	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	2	20		
Herbert C. Moore - notary fees	1	50	182	80
To Attorney for Taxes, viz: 1960 State and County taxes adjusted - 1 month 13 days	7	52	7	52
To Fraternity Federal Savings & Loan Ass'n, first mortgagee - in full for mortgage claim filed	635	02	635	02
To Howard M. Pumphrey, second mortgagee- this balance on account mortgage claim (Order 3/8/60)	822	55	822	55
			1,880	48
Amount second mortgage claim filed	7,491	36		
Cr. Amount allowed above	822	55		
Balance due	6,668	81		

18

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

1960						
Feb.	13	Proceeds of Sale	1,850	00		
		Interest on deferred payment of $1,350.00 to 5/9/60 - 87 days	19	58	1,869	58
		Refund fire insurance premium	10	90	10	90
					1,880	48

LIBER 124 PAGE 133

1960 MAY 23 AM 11:05 FILED

ORDER NISI

William C. Rogers,
Attorney named in Mortgage

VERSUS

David Simms
and
Thelma M. Simms, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,382 Equity.

ORDERED, This 23rd 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 27th 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 27th day of June next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th 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 30 PM 3:38

Matthew J. Evans

20

LIBER 124 PAGE 134

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 29, 1960

We hereby certify, that the annexed Order Nisi - Aud. Acct. Eq. 13,382

David Simms

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 27th day of June, 1960. The first insertion being made the 25th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

FILED

1960 JUN 29 PM 5:01

No. M. G. 15221

21

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,382 Equity
William C. Rogers, Attorney named in Mortgage
versus
DAVID SIMMS and THELMA M. SIMMS, his wife

Ordered this 23rd day of May, 1960, That the Report and Account of the Auditor, filed this day in the above entitled course BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Ju-8

485

LIBER 124 PAGE 135

In the Matter of the Sale	:	No. 9838 Equity
of the Mortgaged Real Estate	:	In the
of	:	Circuit Court
Joseph G. Lindamood and Dora	:	for
E. Lindamood, his wife	:	Anne Arundel County

: : : : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit and file this original mortgage.

George B. Woelfel

George B. Woelfel, Assignee
9-11 School Street
Annapolis, Md.

Filed Nov. 23, 1949.

PM. 1500-

Purchase Money

MORTGAGE FEE—COUNTY—34.

LIBER 471 PAGE 517 LIBER 124 PAGE 136

This Mortgage, Made this 25th day of May

in the year nineteen hundred and forty-eight, by and between JOSEPH G. LINDAMOOD AND wife, DORA E. LINDAMOOD,

Mortgagors of Anne Arundel County in the State of Maryland, of the first part,

and GUIL BARBER, of Anne Arundel County, in the State of Maryland,

Mortgagee, of the second part.

WHEREAS, the said parties of the first part are indebted to the party of the second part in the principal sum of ($6500), Six thousand five hundred dollars, as purchase money previouly advanced, which sum is evidenced by a promissory note of even date herewith and due and payable within three years from date, with interest at the rate of six percent per annum, payable quarterly, the said parties of the first part, having the privilege of paying any part and/or all of the said six thousand five hundred ($6500) dollars, at any time during the term of this mortgage, interest to abate on the part so paid from the date of payment, and to make certain the payment of the indebtedness above indicated,

23 1949

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Joseph G. Lindamood and wife, Dora E. Lindamood do grant and convey unto the said Mortgagee, Guil Barber, his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the 4th Election District of Anne Arundel County, aforesaid, and described as follows:

Beginning for the same at a point, said point being at the south margin of the Old Laurel-Fort George G. Meade Road near Highway Marker indicating 1.8 miles from the town of Laurel, Maryland, on Highway No. 216, and four hundred forty-five (445) feet east of Oak Lane Road (reckoned on a direct line); thence in a southerly direction one hundred fifty (150) feet to an iron pipe on the margin of a proposed alley, and being five hundred and two (502) feet east of the said Oak Lane Road; thence in an easterly direction and binding on said alley sixty (60) feet to an iron pipe; thence in a northerly direction one hundred fifty (150) feet to the south margin of the said Laurel-Fort Meade Road; thence in a westerly direction and binding on said road sixty (60) feet to the point of beginning, and containing nine thousand (9,000) square feet of ground, and being designated as Lot No. Four (4) in a series of ten (10) contiguous lots under a Purchase and Sales Contract between the parties hereto; and being the same lot or parcel of land which was conveyed to the said Joesph G. Lindamood by deed dated June 30, 1947, by Guil Barber, trustee for Mary Elizabeth Barber and recorded among the land records of Anne Arundel County, Maryland, in Libre J. H. H. No. 417, folio No. 100 on the 10th day of July 1947.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Guil Barber,

his heirs and assigns, forever.

PROVIDED, that if the said parties of the first part,

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Thousand Five Hundred ($6,500) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the parties of the first part 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, mort-

gage debt and interest, the said Joseph G. Lindamood and wife, Dora E. Lindamood for 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 Guil Barber

his personal representatives or assigns, or his ~~their~~ Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said parties of the first part for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Five Hundred ($6,500) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of his ~~their~~ lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor

TEST:

Martha R. Wiseman

Joseph G. Lindamood (SEAL)
Joseph G. Lindamood

(SEAL)
Dora E. Lindamood

(SEAL)

Dora E. Lindamood (SEAL)

4

LIBER 471 PAGE 520

LIBER 124 PAGE 139

STATE OF MARYLAND, Prince Georges COUNTY, TO WIT:

I Hereby Certify, that on this 25th day of May in the year nineteen hundred and forty-eight before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH G. LINDAMOOD and DORA E. LINDAMOOD, 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 GUIL BARBER

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.

Martha R. Wiseman
Martha R. Wiseman Notary Public.

Recorded- 3rd- June- 1948- at 12 M.

FOR VALUE RECEIVED, Guil Barber hereby assigns the within mortgage to Ernest H. Cory, Jr. for the purpose of foreclosure, this 2nd day of November, 1948.

WITNESS the hand and seal of Guil Barber

Guil Barber (SEAL)
Guil Barber

MORTGAGE

FROM

Joseph G. Lindamood and wife

Dora E. Lindamood

TO

Guil Barber

BLOCK NO.

Received for Record June 3, 1948 at 12 o'clock M. Same day recorded in Liber J.H.H. No. 471 Folio 517 &c. one of the Land Records of Cole examined per Clerk.

Cost of Record, $

The Daily Record Company, Baltimore, Md.

Received for Record 18 Day of Nov. 1948 at 9 o'clock P.M. and the same day recorded in Liber J.H.H. No. 471 Fol. 520 Land Records of Anne Arundel County. Clerk

For Value Received, I hereby assign the within mortgage and the debt secured thereby unto George B. Woelfel for the purpose of foreclosure.

Witness my hand and seal placed hereon this 18th day of October, 1949.

Witness:

Mary M. Hoff
Mary M. Hoff

Guil Barber (Seal)
Guil Barber

10-18-49.

In the Matter of the Sale	:	No. 9838 Equity
of the Mortgaged Real Estate	:	In the
of	:	Circuit Court
Joseph G. Lindamood and	:	for
Dora E. Lindamood, his wife	:	Anne Arundel County
	:	

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

STATEMENT OF MORTGAGE CLAIM

Filed Nov. 23, 1949

Statement of the mortgage claim of Guil Barber, under the mortgage to him from Joseph G. Lindamood and Dora E. Lindamood, his wife, dated the 25th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471, folio 517.

Amount of principal due on promissory note dated the 25th day of May, 1948, and payable three years after date, being the principal note described in and secured by said mortgage, now due by reason of default thereon	$6,500.00
Interest thereon from May 25th, 1948, to Dec. 24th, 1949	617.50
	$7,117.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 23rd day of November, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Guil Barber who made oath in due form of law that the foregoing is a true statement of the amount remaining due him of his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the promissory note referred to in said statement, and the mortgage in said statement mentioned.

Witness my hand and seal Notarial.

Mary M. Hoff
Notary Public

6

LIBER 124 PAGE 141

No. 9838 Equity

KNOW YE ALL MEN BY THESE PRESENTS, that we, George B. Woelfel, Assignee, as principal, and The Globe Indemnity Company, a body corporate, as surety, said body corporate being duly authorized to do business in the State of Maryland, are held and firmly bound unto the State of Maryland or its certain attorneys, in the full and just sum of Seven Thousand Five Hundred ($7,500) Dollars, for the payment of which sum well and truly to be made, we and each of us bind ourselves, jointly and severally, and our respective heirs, executors, administrators, firmly by these presents.

The condition of the above obligation is such, that whereas by virtue of the power of sale contained in a mortgage from Joseph G. Lindamood and Dora E. Lindamood, his wife, to Guil Barber, dated the 25th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471, folio 517, the said George B. Woelfel, as assignee thereof, is empowered to sell the property in the said mortgage described, in event of default and default having occurred, the said George B. Woelfel as assignee, is about to sell the said property and exercise the power in said mortgage contained.

Now, therefore, the above obligation is such, that if the said George B. Woelfel shall well, truly 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 this bond shall be void, otherwise to remain in full force and virtue of law.

George B. Woelfel (Seal)
George B. Woelfel

Witness:

THE GLOBE INDEMNITY COMPANY
By John H. Hopkins
Attorney-in-Fact

Katharine S. McCutchan

Approved this 29th day of Nov. 1949.
John H. Hopkins, 3rd. Clerk.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In the Matter of the Sale of the Mortgaged Real Estate of
~~Joseph G. Lindamood and wife~~
Plaintiff

vs.

Defendent

No. 9838 Equity

STATE OF MARYLAND, Anne Arundel ~~City~~ County, Sct:

I, Guil Barber, being duly sworn, do depose and say:

(1) That I am a resident of Laurel, Anne Arundel County, Maryland in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Joseph G. Lindamood and Dora Lindamood, the Defendant s in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about 60 years of age, is married, has no minor child ren, lives ~~with~~ together at Laurel, RFD, Maryland (Phone Laurel 150) and Jos. G. Lindamood is employed by an airplane corporation at College Park, Maryland. and has been so employed for about several years

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within ninety* days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 17th day of December, 1949.

Guil Barber
Affiant.

Mary M. Stoff
Notary Public.

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

Filed Dec. 30" 1949.

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LIBER 124 PAGE 143

In the Matter of the Sale	:	No. 9838 Equity
of the Mortgaged Real Estate	:	In the Circuit Court
of	:	for
Joseph G. Lindamood and wife	:	Anne Arundel County

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

AUCTIONEER' S CERTIFICATE AND
PURCHASER'S AGREEMENT

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

I hereby certify that upon this 27th day of June, 1950, I sold the within described property unto Gail Barber Trustee at and for the sum of Fifty ~~two~~ hundred ($500) Dollars.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

George B. Woelfel

G. W. Scible (Seal)
Auctioneer.

June 27th, 1950.

I hereby certify that I have this day purchased from George B. Woelfel, Assignee, the within described property at and for the sum of Five thousand ($5,000) Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

William B. Barber

Gail Barber, Trustee (Sea
Purchaser

Filed June 30, 1950

GEORGE B. WOELFEL
9-11 SCHOOL STREET
ANNAPOLIS, MARYLAND
ASSIGNEE'S SALE OF VALUABLE IMPROVED REAL ESTATE NEAR THE VILLAGE OF BARBERSVILLE, NEAR LAUREL, IN ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in the mortgage from Joseph G. Lindamood and wife to Gail Barber dated May 25th, 1948, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 471, folio 517, said mortgage having been assigned to George B. Woelfel for purpose of foreclosure, the said George B. Woelfel as Assignee to sell in event of default and default having occurred, will offer for sale at public auction on the premises near the Village of Barbersville, near Laurel, in Anne Arundel County, on

TUESDAY, JUNE 27TH, 1950,
AT 16 O'CLOCK NOON

the property in the said mortgage described as follows, to wit:

Beginning for the same at a point, said point being at the south margin of the Old Laurel-Fort George Meade Road near Highway Marker indicating 1.8 miles from the town of Laurel, Maryland, on Highway No. 216, and 445 feet east of Oak Lane (reckoned on a direct line); thence in a southerly direction 150 feet to an iron pipe on the margin of a proposed alley, and being 602 feet east of the said Oak Lane Road; thence in an easterly direction and binding on said alley 60 feet to an iron pipe; thence in a northerly direction 150 feet to the south margin of the said Laurel Fort Meade Road; thence in a westerly direction and binding on said 60 feet to the point of beginning and containing 9,000 sq. feet of ground, and being designated as Lot No. 4 in a series of ten contiguous lots under a purchase and sales contract between Joseph G. Lindamood and Dora B. Lindamood, his wife, and Gail Barber; and being the same lot or parcel of land which was conveyed to the said Joseph G. Lindamood by deed dated June 30, 1947, by Gail Barber, trustee for Mary Elizabeth Barber and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 417, folio No. 100, on the 10th day of July, 1947.

IMPROVEMENTS: Said lot is improved by a frame house, composition roof, complete basement, containing four (4) rooms; 2 bedrooms, bath, living and dining room combined, kitchen, unfinished attic with stairway, electricity and hot air heat.

TERMS OF SALE: A deposit of $500 will be required of the purchaser on the day of sale, balance to be paid upon ratification of the sale. Deferred payment to bear interest at the rate of 6% or all cash at the option of the purchaser.

Taxes, fire insurance and other public dues and charges to be adjusted to the day of sale.

For further particulars, apply
GEORGE B. WOELFEL,
Assignee.

GEORGE W. SCIBLE, Auctioneer.

J-21

9

In the Matter of the	:	No. 9838 Equity
Sale of the	:	In the
Mortgaged Real Estate	:	Circuit Court
of	:	for
Joseph G. Lindamood and wife	:	Anne Arundel County
	:	

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

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Assignee, of the mortgage from Joseph G. Lindamood and wife to Guil Barber, dated the 25th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471, folio 517, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after haing complied with all the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend on the premises, on the 27th day of June, 1950, at twelve o'clock noon, DST, and then and there proceeded to sell said property in manner following, that is to say:

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

Beginning for the same at a point, said point being at the south margin of the Old Laurel-Fort George Meade Road near Highway Marker indicating 1.8 miles from the town of Laurel, Maryland,

on Highway No. 216, and 445 feet east of Oak Lane (reckoned on a direct line); thence in as outherly direction 150 feet to an iron pipe on the margin of a proposed alley, and being 502 feet east of the said Oak Lane Road; thence in an easterly direction and binding on said alley 60 feet to an iron pipe; thence in a northerly direction 150 feet to the south margin of the said Laurel Fort Meade Road; thence in a westerly direction and binding on said 60 feet to the point of beginning and containing 9,000 sq. feet of ground, and being designated as Lot No. 4 in a series of ten contiguous lots under a purchase and sales contract between Joseph G. Lindamood and Dora E. Lindamood, his wife, and Guil Barber; and being the same lot or parcel of land which was conveyed to the said Joseph G. Lindamood by deed dated June 30, 1947, by Guil Barber, Trustee for Mary Elizabeth Barber and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 417, folio 100, on the 10th day of July, 1947.

And your Assignee sold the above described property to Guil Barber, Trustee, at and for the sum of Five Thousand Dollars ($5,000), he being at that figure the highest bidder therefor, the terms of said sale being a deposit of $500, balance upon final ratification of sale by the Court.

Respectfully submitted,

George B. Woelfel
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on the 27th day of June, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the

aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff
Notary Public

Order Nisi

LIBER 124 PAGE 147

In the Matter of the Sale of the Mortgaged Real Estate of Joseph

xxxxx

G. Lindamood and wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9838 Equity

Ordered, this 30th day of June, 19 50 That the sale of the mortgaged real estate of Joseph G. Lindamood and wife made and reported by George B. Woelfel, Assignee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of July next.

The report states that the amount of sales to be $ 5000.00

John H. Hopkins 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 11 Aug., 1950

In the Matter of the Sale of the Mortgaged Real Estate of Joseph G.

xxxxx

Lindamood and wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT. This 11th day of August, 19 50 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

13

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

IN THE MATTER of the sale of the Mortgaged Real Estate of Joseph G. Lindamood and Dora E. Lindamood, his wife.	* * * *	Equity No. A-9838

EXCEPTIONS AND OBJECTIONS TO REPORT OF SALE

COME NOW Joseph G. Lindamood and Dora E. Lindamood, his wife, defendants herein, by their attorneys, McWilliams and Evans and Green, Whalin, Babcock & Bell, and object and except to the "sale" of the mortgaged real estate herein reported by George B. Woelfel, and for reasons therefor say:

(1) That the mortgage under which the reported "sale" is reputed to have been made was not in default.

(2) That the reported "sale" was made as a part of a fraudulent scheme or plan of the mortgagee, Guil Barber, to obtain the construction by the mortgagor, Joseph G. Lindamood, of certain improvements upon the mortgaged real estate, and then to foreclose the said mortgage and obtain sole right, title and interest in and to the said real estate and improvements without fairly compensating the said Joseph G. Lindamood and Dora E. Lindamood, his wife, therefor.

(3) That the mortgage under which the reported "sale" is reputed to have been made was usurious.

(4) That the successful bidder failed to make the required deposit at the time of sale.

(5) That the advertisement of the "sale" did not apprise the public of the true value of the property and on the contrary misled the public as to the true value of the same.

(6) That competition at the "sale" was effectively and materially stifled by the refusal of the assignee of the mortgage,

Filed 21 July, 1950

14

George B. Woelfel, to assure those present at the sale that an adequate supply of water would be provided for the use of any purchaser of the property, when, under all the circumstances of the case, and particularly in view of the small size of the lot, it was his duty so to do.

(7) That the "purchase price" at said "sale" was totally inadequate and shows the shocking nature of the frauds practiced upon the defendants.

(8) And for other good and sufficient reasons to be assigned at the hearing on these exceptions.

McWILLIAMS ~~AND~~ EVANS

BY: _____

and

GREEN, HALIN, BABCOCK & BELL

BY: _____
Edward C. Bell, Jr.

Attorneys for Joseph G. and Dora E. Lindamood, Defendants.

I HEREBY CERTIFY that on this 18th day of July, 1950, I served a copy of the foregoing Exceptions and Objections to Report of Sale upon George B. Woelfel, Esquire, attorney for Guil Barber, by mailing the same to him at his last known post office address, Annapolis, Maryland, postage prepaid.

_____
Edward C. Bell, Jr.
Of Counsel for Joseph G. and Dora E. Lindamood.

15

LIBER 124 PAGE 150

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9838 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOSEPH G. LINDAMOOD AND WIFE

Ordered, this 30th day of JUNE, 1950. That the sale of the mortgaged real estate of Joseph G. Lindamood and wife made and reported by George B. Woelfel, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of July next.

The report states that the amount of sale to be $5,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Jy-10

Filed 11 Aug., 1950.

No. MG. 7040

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 25, 1950

We hereby certify, that the annexed

Order Nisi - Eq. #9838

Joseph G. Lindamood

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of July, 1950. The first insertion being made the 5th day of July, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

15

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xx~~
Joseph G. Lindamood
and
Dora E. Lindamood, his wife

In the
Circuit Court
For
Anne Arundel County
No. 9838 Equity

To the Honorable, the Judges of said Court:

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

August 21, 1950

All of which is respectfully submitted.

Laura K. Jinkling
Auditor.

Copy of within Order Nec Recvd by
Evening Capital this 30 day of August 1950

Per Noel H. Minner

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Joseph G. Lindamood and Dora E. Lindamood, his wife

			in ac.	
To Assignee for fee, viz:	100	00		
To Assignee for Commissions, viz:	180	00	280	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	6	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Evening Star Newspaper Co. - advertising sale	8	40		
Laurel News Leader - advertising sale	7	00		
Globe Indemnity Co. - bond premium	30	00		
George W. Scible - auctioneer's fee	21	00		
One-half Federal revenue stamps	2	75		
One-half State revenue stamps	2	75		
Mary M. Hoff - notary fees	2	00	125	90
To Assignee for Taxes, viz:				
1950 State and County taxes (adj. to 6/27/50)	28	26	28	26
To Guil Barber, mortgagee - this balance on account mortgage claim	4,528	09	4,528	09
			5,000	00
Amount of mortgage claim filed	7,117	50		
Interest from 12/24/49 to 6/27/50	198	25		
	7,315	75		
Cr. Amount allowed as above	4,528	09		
Balance subject to decree in personam	2,787	66		

with George B. Woelfel, Assignee Cr.

1950				
June	27	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

ORDER NISI

LIBER 124 PAGE 154

IN the Matter of the Sale

of the

~~VERSUS~~

Mortgaged Real Estate of

Joseph G. Lindamood and

Dora E. Lindamood, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 9838 Equity.

Filed Aug 30 1950

ORDERED, This 30th day of August, 19 50, 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 30th 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 30th day of September next.

John H. Hopkins 3rd

In the Circuit Court for Anne Arundel County

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

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

IN THE MATTER of the sale of the Mortgaged Real Estate of Joseph G. Lindamood and Dora E. Lindamood, his wife.	* * * *	Equity No. 9838

EXCEPTIONS AND OBJECTIONS
TO REPORT OF AUDITOR

COME NOW the defendants by their attorneys of record, Green, Whalin, Babcock & Bell, and object and except to the Report of the Auditor herein filed, and for reasons therefor say:

(1) That the account includes improper allowances.

(2) That there was not due upon the mortgage filed herein at the time of the said sale the sum of $7,117.50 as stated in the said Audit, nor was there then due interest upon the said mortgage in the sum of $198.25.

(3) That there is usury in the said mortgage, and moreover the mortgage claim filed by the Mortgagee herein contains a claim for interest upon such usurious interest.

(4) That the said Audit gives the Mortgagors herein no credit for rents collected by the Mortgagee from the subject property and not accounted for by the Mortgagee to the Mortgagors.

(5) That the said Audit gives the Mortgagors no credit for a certain deposit paid to the Mortgagee by a prospective purchaser of the said property and not accounted for by the Mortgagee to the Mortgagors.

(6) And for ~~such~~ other good and sufficient reasons to be assigned at the hearing on these Exceptions and Objections.

GREEN, WHALIN, BABCOCK & BELL

BY Edward C. Bell, Jr.
Edward C. Bell, Jr.

Attorneys for the Defendants-
Mortgagors
Maryland Building
Hyattsville, Maryland

Filed Sept. 30, 1950

21

LIBER 124 PAGE 156

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9838 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOSEPH G. LINDAMOOD AND HIS WIFE.

Ordered, this 30th day of AUGUST, 1950, 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 30th 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 30th day of SEPTEMBER next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
8-14

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept 20, 1950

We hereby certify, that the annexed

Order Nisi - Eq # 9838

Joseph G. Lindamood

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of September, 1950. The first insertion being made the 31st day of August, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

Filed Oct. 3rd 1950

No. E. C. 4020

In the Matter of the	:	No. 9838 Equity
Sale of	:	In the
the Mortgaged Real Estate	:	Circuit Court
of	:	for
Joseph G. Lindamood and wife	:	Anne Arundel County
	:	

: : : : : : : : : :

Answer to exceptions to the Report of Auditor

Filed 10 Oct, 1950.

Now comes Guil Barber by George B. Woelfel, his solicitor, and in answer to the exceptions filed to the report of the Auditor, states as follows:

1.

That he denies the account includes improper allowances.

2.

That he denies that the amount allowed him by the Auditor for his principal and interest was incorrect as therein stated.

3.

This Respondent denies that there was any usury in the mortgage or that his claim is for usurious interest.

4.

That he denies that the mortgagors were not given credit for all rents collected prior to the day of sale.

5.

This Respondent denies that the Auditor gave the mortgagors no credit for a certain deposit paid to the mortgagee by a prospective purchaser of the property.

And further answering this Respondent states that all of the questions involved herein have heretofore been litigated prior to the mortgage sale which resulted in favor of the said Guil Barber and that practically the same exceptions were filed to the ratification of the sale and were withdrawn in favor of the Respondent

and that the said exceptions to the Auditor's account are again filed on practically the last day for the filing thereof and were made for the purpose of harassing and embarrassing the said Guil Barber without having any merit therein as the exceptions therein purported are res adjudicata.

Moreover, the said exceptions should not be heard because the Exceptants failed to comply with the rule of court and serve a copy on the Respondent Guil Barber or his solicitor of record George B. Woelfel.

And having answered said exceptions as fully as he is advised is necessary he prays that the same be dismissed with costs.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel,
Solicitor for Guil Barber,
9-11 School Street,
Annapolis, Md.

I hereby certify that upon this 6th day of October, 1950, I mailed a copy of the above answer to exceptions to the report of the auditor to William McWilliams Esq. ~~Edward C. Bell, Jr., Esq., c/o Green, Whalin, Babcock and Bell, Hyattsvile, Md~~.

George B. Woelfel

George B. Woelfel

In the matter of the sale of the mortgaged real estate of Joseph G. Lindamood and Dora E. Lindamood, his wife.	((((	No. 9838 Equity. In the Circuit Court for Anne Arundel County.

The mortgagors have excepted to the ratification of the account of the Auditor filed herein on August 30, 1950, and assign as reasons for their exceptions:

"1. That the account includes improper allowances.

2. That there was not due upon the mortgage filed herein at the time of the said sale the sum of $7117.50, as stated in the said Audit, nor was there then due interest upon the said mortgage in the sum of $198.25.

3. That there is usury in the said mortgage, and moreover the mortgage claim filed by the mortgagee herein contains a claim for interest upon such usurious interest.

4. That the said Audit gives the mortgagors herein no credit for rents collected by the mortgagee from the subject property and not accounted for by the mortgagee to the mortgagors.

5. That the said audit gives the mortgagors no credit for a certain deposit paid to the mortgagee by a prospective purchaser of the said property and not accounted for by the mortgagee to the mortgagors."

The mortgagee answered the exceptions and denied categorically all the contentions of the mortgagors and then averred "that all of the questions involved herein have heretofore been litigated prior to the mortgage sale which resulted in favor of the said Guil Barber and that practically the same exceptions were filed to the ratification of the sale and were withdrawn in favor of the Respondent, and that the said exceptions to the Auditor's account are again filed on practically the last day for the filing thereof and were made for the purpose of harassing and embarrassing the said Guil Barber without having any merit therein as the exceptions therein purported are res adjudicata."

Filed 17 May, 1951.

This defense of res adjudicata must first be considered for if that defense should prevail it would become unnecessary to again consider the exceptions.

On November 23, 1949, George B. Woelfel, Esq., assignee of mortgagee, docketed proceedings to foreclose the mortgage of Joseph G. Lindamood and Dora E. Lindamood, his wife, to Guil Barber, bearing date May 25, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471, folio 517 etc. Pursuant to the advertisement of the sale, he attended on the premises on December 17, 1949, and sold the property to Guil Barber, for $4500.00 and thereafter reported the sale.

On January 28, 1950, exceptions were filed to the ratification of the sale, and on May 18, 1950, an order was passed setting the sale aside. In his opinion, Judge Clark said:

> "Considerable testimony was taken as to the state of the accounts between Mr. Barber and Mr. Lindamood, and as to whether the mortgages were usurious. It is not necessary for me to review this testimony. It suffices to say that I am satisfied that, excluding the seven hundred fifty dollars ($750.00) on each lot, which Mr. Lindamood says was for the use of Mr. Barber's money, the balance due Mr. Barber on May 25, 1948, when the two mortgages, in question, were given, was in excess of thirteen thousand dollars ($13,000.00), the total of the amounts secured thereby. * * * It is not necessary for me to determine the exact state of the accounts between these parties, or the exact balance due by Mr. Lindamood to Mr. Barber, and I will not attempt to do so. I do hold, however, that at the times these mortgages were given, this balance was in excess of the sum secured thereby."

While in his opinion Judge Clark made reference to usury, rents, etc., he did not decree what amount he found to be due, and therefore, this Court cannot say that the matter has been adjudicated.

The property was again advertised for sale, and on June 27, 1950, it was sold to Guil Barber, Trustee, for $5000.00. Exceptions were again filed to the ratification of the sale. It was stated in the argument that the exceptions were withdrawn but there is no docket entry to that effect and no order appears among the papers. The sale was finally ratified and confirmed on August 11, 1950.

Thereafter the report and account of the Auditor was filed, wherein, after allowing the expenses, commissions, attorneys fees, etc., there was applied to the mortgage debt the sum of $4,528.09. This left a "balance subject to decree in personam" of $2,787.66. It is to the Auditor's account that the present exceptions have been filed.

Considerable testimony was taken, numerous exhibits have been offered in evidence and counsel have been heard in argument.

The testimony showed that Guil Barber, as Trustee for Mary Elizabeth Barber, owned a large tract of land situated on the Laurel and Fort Meade Road, in Anne Arundel County. A portion of the tract was laid off into ten building lots and he and Joseph G. Lindamood entered into an arrangement whereby the lots might be improved by the erection of dwelling houses. It was thought by Lindamood that houses could be built at a cost of $3300.00 each. Their arrangement called for the execution by Guil Barber, as Trustee, of a deed conveying the respective lots to Lindamood, and he, together with his wife, would execute a mortgage for $4830.00 on each lot. There was sharp disagreement as to how the $4830.00 was made up. Mr. Barber testified it was made up as follows:

Purchase price for each lot	$ 1500.00	
Cost of erecting each house	3300.00	
Proportion of grading cost	30.00	$ 4830.00

Mr. Lindamood testified it was made up as follows:

Purchase price for each lot	$ 750.00	
Charge for loan of money	750.00	
Cost of erecting each house	3300.00	
Proportion of grading cost	30.00	$ 4830.00

The first lot to be improved was Lot No. 5, and after that house was completed then construction would begin on Lot No. 4.

On June 30, 1947, Guil Barber, as Trustee, conveyed lots Nos. 4 and

5 to Lindamood, and on the same day Joseph G. Lindamood and his wife executed and delivered two mortgages unto Guil Barber, individually, for $4830.00 each. The first money advanced was $500.00 on June 28, 1947. These mortgages were, in fact, executed and delivered to secure future advances. They failed to state the time or times when the advances were to be made, as required by the statute. However, as these mortgages were disregarded by the parties, they need not be further considered.

The testimony showed Mr. Barber advanced to Mr. Lindamood, or for his account, the following sums:

June 28, 1947	J. G. Lindamood	$ 500.00
July 9, 1947	J. G. Lindamood	2500.00
August 2, 1947	J. G. Lindamood	400.00
August 6, 1947	Contee Sand & Gravel Co.	100.37
August 8, 1947	J. G. Lindamood	423.00
August, 1947	For Insurance	21.60
August, 1947	For Insurance	21.60
August 15, 1947	J. G. Lindamood	347.00
August 23, 1947	J. G. Lindamood	250.00
August 29, 1947	J. G. Lindamood	287.60
Sept. 5, 1947	J. G. Lindamood	273.20
Sept. 12, 1947	J. G. Lindamood	293.75
Sept. 17, 1947	J. G. Lindamood	76.99
Sept. 19, 1947	J. G. Lindamood	255.40
Sept. 23, 1947	J. G. Lindamood	151.68
Sept. 27, 1947	J. G. Lindamood	224.40
Oct. 2, 1947	Laurel Block Co.	348.72
Oct. 3, 1947	J. G. Lindamood	181.00
Oct. 10, 1947	J. G. Lindamood	233.95
Oct. 13, 1947	A. D. Riden Co.	11.84
Oct. 14, 1947	J. G. Lindamood	705.94
Oct. 20, 1947	J. G. Lindamood	140.60
Oct. 20, 1947	For Insurance	29.84
Oct. 24, 1947	J. G. Lindamood	581.70

Oct. 25, 1947	J. G. Lindamood	$ 40.00
Oct. 30, 1947	J. G. Lindamood	139.50
Nov. 1, 1947	J. G. Lindamood	690.01
Nov. 7, 1947	J. G. Lindamood	459.39
Nov. 15, 1947	J. G. Lindamood	320.00
Nov. 18, 1947	Contee Sand & Gravel Co.	39.17
Nov. 21, 1947	J. G. Lindamood	201.97
Nov. 29, 1947	J. G. Lindamood	160.80
Dec. 3, 1947	J. G. Lindamood	165.75
Dec. 6, 1947	J. G. Lindamood	256.93
Dec. 6, 1947	Contee Sand & Gravel Co.	89.30
Dec. 13, 1947	J. G. Lindamood	130.23
Dec. 20, 1947	J. G. Lindamood	127.01
Dec. 31, 1947	Contee Sand & Gravel Co.	91.45
Jan. 3, 1948	J. G. Lindamood	119.60
Jan. 10, 1948	J. G. Lindamood	85.78
Jan. 17, 1948	J. G. Lindamood	22.60
Jan. 28, 1948	J. G. Lindamood	167.55
Feb. 2, 1948	J. G. Lindamood	62.14
Feb. 7, 1948	J. G. Lindamood	32.00
Feb. 24, 1948	Hensley Bros.	5.00
March 8, 1948	J. G. Lindamood	23.21
March 20, 1948	J. G. Lindamood	30.22
April 10, 1948	Thos. Somerville Co.	32.50
April 12, 1948	J. G. Lindamood	42.00
April 21, 1948	J. G. Lindamood	42.00
April 26, 1948	J. G. Lindamood	210.00
April 28, 1948	C. R. Madison	60.00
May 3, 1948	J. G. Lindamood	63.00
May 11, 1948	J. G. Lindamood	100.00
May 15, 1948	J. G. Lindamood	7.21
May 18, 1948		29.82

May 21, 1948	Joseph G. Lindamood	$ 27.63	$12,433.95
In addition to these cash advancements, Barber furnished to Lindamood 1500 feet of sheathing for use in house on Lot No. 4 at $75.00 per 1000 feet or			112.50
Total advanced in cash and lumber			$12,546.45

Against this amount should be credited the following amounts:

Nov. 7, 1947	Amount of partial down payment of Robbins	$ 500.00	
Rents collected by Barber on house #5 as follows:			
Jan. 17, 1948	$ 50.07		
Jan. 10, 1948	75.00		
Mar. 24, 1948	75.00		
Apr. 12, 1948	75.00		
May 7, 1948	75.00	350.07	
Rents collected by Barber on house #4 as follows:			
April 14, 1948	$ 20.00		
April 15, 1948	55.00	75.00	$ 925.07
Balance due, exclusive of purchase price for lots, as of May 22, 1948			$11,621.38
Purchase price for lots as admitted by Mr. Lindamood ($750.00 each plus grading)			1,560.00
Amount due at time of execution of mortgages,			$13,181.38

It thus appears that, at the time the two mortgages were executed, there was due and owing a sum in excess of $13,000.00, the consideration expressed in the mortgages.

Subsequent to the execution and delivery of the mortgages the following amounts were paid by Mr. Barber to Mr. Lindamood, or for his account.

June 5, 1948	J. G. Lindamood	$ 50.00	
July 26, 1948	Otto Rossback	200.00	
August 24, 1948	Otto Rossback	115.85	$ 365.85

which, when added to the $181.38, makes a total due on open account of $547.23.

After the date of the mortgages, Mr. Barber collected the following rents:

From house #5:

June 14, 1948	$ 75.00	
July 11, 1948	75.00	
August 9, 1948	75.00	
Sept. 18, 1948	75.00	
Sept. 29, 1948	55.00	
Nov. 1, 1948	20.00	$ 375.00

30

From house #4:

Total rents received from April 14, 1958 to October 27, 1948,	$ 361.00	
Less sum of $75.00 (Apr. 14, $20.00 and Apr. 15, $55.00), credited previously,	75.00	$ 286.00
Total rents collected after the date of the mortgages,		$ 661.00

There was not shown by the evidence any agreement that the rents were to be credited to the open account, and, in the absence of any agreement or direction from Mr. Lindamood these amounts should have been applied on the mortgages, following the rule laid down in Gwinn vs. Whitaker, 1 H. & J. 754, that when a debtor is indebted on mortgage and simple contract, and neglects, when he makes a payment, to apply it, the law will apply it to the mortgage. Dorsey v. Gassaway, 2 H. & J. 402; Laeber v. Langhor, 45 Md. 477, 482; McTavish v. Carroll, 1 Md. Ch. 163; Neidig v. Whiteford, 29 Md. 185; Suter v. Ives, 47 Md. 520. A mortgagee is bound to account for rents as payments on account of the mortgage debt. Baker v. Baker, 108 Md. 269; Hubbard v. Safe Dep. & Tr. Co., 172 Md. 645; Blanch v. Collison, 174 Md. 427.

This means that the rent, as received, must be applied on the respective mortgages.

Mr. Lindamood also contends that he should be allowed the sum of $261.00 covering the payroll for the week ending July 11, 1947, which he said was not included in any bill or statement rendered by him to Mr. Barber. This contention must be disallowed. He had title to, and was improving, his own property, and he would have received all of the purchase money, over and above the mortgage debt, if the houses had been sold. If the payroll had been submitted to Mr. Barber and he had paid the same, it would have increased the debt, and he would have been in no better position.

Mr. Lindamood also claims that he should be entitled to credit for the value of the lumber and building materials left on the premises. He purchased the materials, or most of it, from the C. F. Shaffer Company. It was never sold to, or acquired by, Mr. Barber and the last-named has no right or title to it. It remains the property of Mr. Lindamood.

It must now be determined what is the amount due on the respective mortgages.

Lot No. 5

Mortgage dated May 25, 1948, for		$ 6500.00
Interest thereon from date to June 14, 1948		20.58
		$ 6520.58
Credit rent collected June 14, 1948		75.00
		$ 6445.58
Interest thereon to July 11, 1948		29.46
		$ 6475.04
Credit rent collected July 11, 1948		75.00
		$ 6400.04
Interest thereon to August 9, 1948		29.87
		$ 6429.91
Credit rent collected August 9, 1948		75.00
		$ 6354.91
Interest thereon to September 18, 1948		41.31
		$ 6396.22
Credit rent collected September 18, 1948		75.00
		$ 6321.22
Interest thereon to September 29, 1948		12.64
		$ 6333.86
Credit rent collected September 29, 1948		55.00
		$ 6278.86
Interest thereon to June 27, 1950	$ 657.19	
Credit rent paid November 1, 1948	20.00	637.19
Total amount due on mortgage on June 27, 1950, the day of sale,		$ 6916.05
Applying the balance of the proceeds of sale, after payment of expenses,		4722.54
There is left an unpaid balance of		$ 2193.51

The method of calculation is the method prescribed in Gwinn v. Whitaker, 1 H. & J. 754; Hammond v. Hammond, 2 Bland 383. See, also, Rayner v. Bryson, 29 Md. 480; Mitchell v. Mitchell, 29 Md. 581; Glenn v. Cockey, 16 Md.

446; Frazier v. Hyland, 1 H. & J. 98; Lamott v. Stuett, 1 H. & J. 41; Chapline v. Scott, 4 H. & McH. 69.

Lot No. 4.

The evidence before the Court on the exceptions does not disclose when the rent was collected on Lot No. 4. It showed that a total of $361.00 was collected. Deducting the payments prior to May 25, 1948, there was a balance of $286.00. The nearest approach that the Court can arrive at is to assume that the rent was paid on the first day of the month.

Mortgage dated May 25, 1948	$ 6500.00
Interest to June 1, 1948	6.50
	$ 6506.50
Credit rent June 1, 1948	75.00
	$ 6431.50
Interest to July 1, 1948	32.16
	$ 6463.66
Credit rent July 1, 1948	75.00
	$ 6388.66
Interest to August 1, 1948	31.94
	$ 6420.60
Credit August 1, 1948	75.00
	$ 6345.60
Interest to September 1, 1948	31.73
	$ 6377.33
Credit September 1, 1948	71.00
	$ 6306.33
Interest thereon to June 27, 1950, the date of sale,	689.48
	$ 6995.81
Applying the balance of the proceeds of sale, after payment of expenses,	4528.09
There is left an unpaid balance of	$ 2467.72

An order will be passed sustaining the exceptions and directing distribution of the fund in the hands of the Assignee of mortgagee. ~~will be passed.~~

Chief Judge.

LIBER 124 PAGE 168

Ordered by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, this 17th day of May, in the year nineteen hundred and fifty-one, that the exceptions to the Auditor's Account be, and they are hereby, sustained; and, in conformity with the aforegoing opinion, it is hereby ordered that the amount due as of the date of sale on the mortgage filed herein is $6995.81; and it is further ordered that the said George B. Woelfel, Assignee, distribute the proceeds of sale, to wit, the sum of five thousand dollars, as follows:

To the assignee for fee, as provided by mortgage,	$ 100.00	
To the assignee for commissions, as provided by mortgage,	180.00	
To the assignee for Court costs, as follows:		
Appearance fee to Solicitor for Plaintiff,	10.00	
To John H. Hopkins, III, Clerk of Court, his costs,	18.75	
To Laura R. Jickling, Auditor, for stating account,	9.00	
To the Assignee for expenses:		
Capital-Gazette Press - advertising sale,	40.00	
Capital-Gazette Press - Order nisi on sale,	6.00	
Capital-Gazette Press - Order nisi on audit,	6.00	
Evening Star Newspaper Co., advertising sale,	8.40	
Laurel News Leader, advertising sale,	7.00	
Globe Indemnity Co., bond premium,	30.00	
George W. Scible, for auctioneering sale,	21.00	
One-half Federal Revenue stamps,	2.75	
One-half State Revenue stamps,	2.75	
Mary M. Hoff, notary fees,	2.00	
To the assignee for 1950 State and County taxes adjusted to June 27, 1950,	28.26	
To the assignee of mortgagee on account of the mortgage debt,	4528.09	$ 5,000.00

leaving said mortgage debt unsatisfied to the extent of $2467.72.

Jos. E. Boylan Jr.
Chief Judge.

Filed 17 May, 1951

In the Matter of the Sale	:	No. 9839 Equity
of the Mortgaged Real Estate	:	In the
of	:	Circuit Court
Joseph G. Lindamood and Dora	:	for
E. Lindamood, his wife	:	Anne Arundel County
	:	

: : : : : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit and file this original mortgage.

George B. Woelfel

George B. Woelfel, Assignee,
9-11 School Street
Annapolis, Md.

Filed Nov. 23, 1949.

P. M. aug 1500.

Purchase Money

MORTGAGE FEE—COUNTY—34.

LIBER 471 PAGE 513

This Mortgage, Made this 25th day of May

in the year nineteen hundred and forty-eight, by and between JOSEPH G. LINDAMOOD and wife, DORA E. LINDAMOOD,

LIBER 124 PAGE 170

Mortgagors of Anne Arundel County, in the State of Maryland, of the first part,

and GUIL BARBER, of Anne Arundel County, in the State of Maryland,

Mortgagee, of the second part.

WHEREAS, the said parties of the first part are indebted to the party of the second part in the principal sum of Six Thousand five hundred ($6,500) dollars, as purchase money previously advanced, which sum is evidenced by a promissory note of even date herewith and due and payable within three years from date, with interest at the rate of six percent per annum, payable quarterly, the said parties of the first part, having the privilege of paying any part and/or all of the said six thousand five hundred ($6,500) dollars, at any time during the term of this mortgage, interest to abate on the part so paid from the date of payment, and to make certain the payment of the indebtedness above indicated,

No. 9839 - Equity

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Joseph G. Lindamood and wife, Dora E. Lindamood do grant and convey unto the said Mortgagee Guil Barber, his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the 4th Election District of Anne Arundel County, aforesaid, and described as follows:

Filed Nov. 23 1949

Beginning for the same at a point, said poing being at the south margin of the Old Laurel-Fort George G. Meade Road near Highway Marker indicating 1.8 miles from the town of Laurel, Maryland, on Highway No. 216, and five hundred five (505) feet east of Oak Lane Road, reckoned on a direct line; thence in a southerly direction one hundred fifty (150) feet to an iron pipe on the margin of a proposed alley, and being five hundred sixty-two feet east of the said Oak Lane Road; thence in an easterly direction and binding on said alley sixty (60) feet to an iron pipe on the margin of another alley; thence in a northerly direction and binding on the same one hundred fifty (150) feet to the south margin of the said Laurel-Fort George G. Meade Road; thence in a westerly direction and binding on said road Sixty (60) feet to the point of the beginning, and containing nine thousand (9,000) square feet of ground; and being the same lot or parcel of land which was conveyed to the said Joseph G. Lindamood by deed dated June 30, 1947, by Guil Barber, trustee for Mary Elizabeth Barber and recorded among the land records of Anne Arundel County, Maryland, in Libre J. H. H. No. 417, folio No. 107 on the 10th day of July 1947. and being designated as Lot # Five (5) in a series of Ten (10) contiguous lots under a Purchase and Sales Contract between the parties hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Guil Barber,

his heirs and assigns, forever.

PROVIDED, that if the said parties of the first part,

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Thousand Five Hundred ($6,500) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the parties of the first part 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, mort-

gage debt and interest, the said Joseph G. Lindamood and wife, Dora E. Lindamood for 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 Guil Barber

his personal representatives or assigns, or his ~~their~~ Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor s, their personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said parties of the first part for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Five Hundred ($6,500) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of his ~~their~~ lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor

TEST:

Martha R. Wiseman

Joseph G. Lindamood (SEAL)
Joseph G. Lindamood

(SEAL)
Dora E. Lindamood

Dora E. Lindamood (SEAL)

(SEAL)

4

LIBER 471 PAGE 516

LIBER 124 PAGE 173

STATE OF MARYLAND. Prince Georges COUNTY. TO WIT:

I Hereby Certify, that on this 25th day of May in the year nineteen hundred and forty-eight before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH G. LINDAMOOD and DORA E. LINDAMOOD, his wife

the Mortgagor named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared GUIL BARBER

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.

Martha R. Wiseman
Martha R. Wiseman Notary Public.

Recorded- 3rd- June-1948- at 12 M

FOR VALUE RECEIVED, Guil Barber hereby assigns the within mortgage to Ernest E. Corry, Jr. for the purpose of foreclosure, this 2nd day of November, 1948.

WITNESS the hand and seal of Guil Barber.

Guil Barber (Seal)
(Guil Barber)

MORTGAGE

FROM Joseph G. Lindamood and wife

TO Dora E. Lindamood

Guil Barber

BLOCK NO.

Received for Record June 3, 1948 at 12 o'clock M. Same day recorded in Liber 471 No. 471 Folio 573 &c. one of the Land Records of examined per Clerk

Cost of Record, $

The Daily Record Company, Baltimore, Md.

Received for Record 18 day of May 1948 at 9 o'clock M. and the same day recorded in Liber J.H.H. No. 471 Fol. 516 Land Records of Anne Arundel County. Clerk

For Value Received, I hereby assign the witnin mortgage and the debt secured thereby unto George B. Woelfel for the purpose of foreclosure.
Witness my hand and seal placed hereon this 18th day of October, 1949.

Witness: Guil Barber (Seal)
Guil Barber

Mary M. Hoff
Mary M. Hoff

10-18-49.

485

Filed Nov. 23, 1949.

LIBER 124 PAGE 174

In the Matter of the Sale of the Mortgaged Real Estate of Joseph G. Lindamood and Dora E. Lindamood, his wife	: No. 9839	Equity In the Circuit Court for Anne Arundel County

: : : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Guil Barber, under the mortgage to him from Joseph G. Lindamood and Dora E. Lindamood, his wife, dated the 25th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471, folio 513.

Amount of principal due on promissory note dated the 25th day of May, 1948, and payable three years after date, being the principal note described in and secured by said mortgage, now due by reason of default thereon	$6,500.00
Interest thereon from May 25th, 1948, to Dec. 24th, 1949	617.50
	$7,117.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 23rd day of November, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Guil Barber who made oath in due form of law that the foregoing is a true statement of the amount remaining due him of his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the promissory note referred to in said statement, and the mortgage in said statement mentioned.

Witness my hand and seal Notarial.

Mary M. Stoff
Notary Public

6

No. 9839 Equity

KNOW YE ALL MEN BY THESE PRESENTS, that we, George B. Woelfel, Assignee, as principal, and The Globe Indemnity Company, a body corporate, as surety, said body corporate being duly authorized to do business in the State of Maryland, are held and firmly bound unto the State of Maryland or its certain attorneys, in the full and just sum of Seven Thousand Five Hundred ($7,500) Dollars, for the payment of which sum well and truly to be made, we and each of us bind ourselves, jointly and severally, and our respective heirs, executors, administrators, firmly by these presents.

The condition of the above obligation is such, that whereas by virtue of the power of sale contained in a mortgage from Joseph G. Lindamood and Dora E. Lindamood, his wife, to Guil Barber, dated the 25th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471, folio 513, the said George B. Woelfel, as assignee thereof, is empowered to sell the property in the said mortgage described, in event of default and default having occurred, the said George B. Woelfel as assignee, is about to sell the said property and exercise the power in said mortgage contained.

Now, therefore, the above obligation is such, that if the said George B. Woelfel shall well, truly and faithfully abide by and fulfill any order or decree which shall be made by any court of equity in relation to thesale of such mortgaged property or the proceeds thereof, then this bond shall be void, otherwise to remain in full force and virtue of law.

George B. Woelfel (Seal)
George B. Woelfel

Witness:

THE GLOBE INDEMNITY COMPANY
By Johnston Hopkins
Attorney-in-Fact

Katharine N. McCutchan

Approved this 29th day of Nov. 1949. John H. Hopkins, 3rd. Clerk.

7

LIBER 124 PAGE 176

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In the Matter of the Sale of the Mortgaged Real Estate of Joseph G. Lindamood and wife

Plaintiff .

vs.

Defendent .

No. 9839 Equity

STATE OF MARYLAND, Anne Arundel ~~City~~ County, Set:

I, Guil Barber, being duly sworn, do depose and say:

(1) That I am a resident of Laurel, Anne Arundel County, Maryland, in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Joseph G. Lindamood and Dora Lindamood, the Defendant in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about 60 years of age, is married, has no minor child, lives ~~with~~ together at Laurel, RFD, Maryland, (Phone Laurel 150) and Jos. G. Lindamood is employed by an airplane corporation at College Park, Maryland, and has been so employed for about several years.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within ninety* days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 17th day of December, 1949.

Guil Barber
Affiant.

Mary M. Hoffman
Notary Public.

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

Filed Dec. 30th 1949.

8

LIBER 124 PAGE 177

In the Matter of the Sale	:	No. 9839 Equity
of the Mortgaged Real Estate	:	In the Circuit Court
of	:	for
Joseph G. Lindamood and wife	:	Anne Arundel County
	:	

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

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

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

I hereby certify that upon this 27th day of June, 1950, I sold the within described property unto Guil Barber Trustee at and for the sum of Fifty-two hundred ($5,200) Dollars.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

George W. Scible (Seal)
Auctioneer

George R. Woelfel

June 27th, 1950.

I hereby certify that I have this day purchased from George B. Woelfel, Assignee, the within described property at and for the sum of Fifty-two hundred Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

Guil Barber Trustee (Seal)
Purchaser

George R. Woelfel

Filed June 30 1950

GEORGE B. WOELFEL
9-11 SCHOOL STREET
ANNAPOLIS, MARYLAND

ASSIGNEE'S SALE OF VALUABLE IMPROVED REAL ESTATE NEAR THE VILLAGE OF BARBERSVILLE, NEAR LAUREL, IN ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in the mortgage from Joseph G. Lindamood and wife to Guil Barber dated May 25th, 1948, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 471, folio 518, said mortgage having been assigned to George B. Woelfel for purpose of foreclosure, the said George B. Woelfel as Assignee to sell in event of default and default having occurred, will offer for sale at public auction on the premises near the Village of Barbersville, near Laurel, in Anne Arundel County, on

TUESDAY, JUNE 27TH, 1950,
AT 12 O'CLOCK NOON

the property in the said mortgage described as follows, to wit:

Beginning for the same at a point, said point being at the south margin of the Old Laurel-Fort George G. Meade Road near Highway Marker indicating 1.8 miles from the town of Laurel, Maryland, on Highway No. 216, and 505 feet east of Oak Lane Road, reckoned on a direct line; thence in a southerly direction 150 feet to an iron pipe on the margin of a proposed alley, and being 562 feet east of the said Oak Lane Road; thence in an easterly direction and binding on said alley 60 feet to an iron pipe on the margin of another alley; thence in a northerly direction and binding on the same 150 feet to the south margin of the said Laurel-Fort George G. Meade Road; thence in a westerly direction and binding on said road 60 feet to the point of beginning and containing 9,000 sq. feet of ground; and being the same lot or parcel of land which was conveyed to the said Joseph G. Lindamood by deed dated June 30, 1947, by Guil Barber, Trustee for Mary Elizabeth Barber, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 417, folio 107, on the 10th day of July, 1947, and being designated as Lot No. 5 in a series of ten contiguous lots under a purchase and sales contract between Joseph G. Lindamood and Dora E. Lindamood, his wife, to Guil Barber.

IMPROVEMENTS: Said lot is improved by a frame house, composition roof, complete basement, containing four (4) rooms; 2 bedrooms, bath, living and dining room combined, kitchen, unfinished attic with stairway, electricity and hot air heat.

TERMS OF SALE: A deposit of $500 will be required of the purchaser on day of sale, balance to be paid upon ratification of the sale. Deferred payment to bear interest at the rate of 6% or all cash at the option of the purchaser.

Taxes, fire insurance and other public dues and charges to be adjusted to the day of sale.

For further particulars, apply

GEORGE B. WOELFEL,
Assignee.

GEORGE W. SCIBLE, Auctioneer.

J-21

9

In the Matter of the	:	No. 9839 Equity
Sale of the	:	In the
Mortgaged Real Estate	:	Circuit Court
of	:	for
Joseph G. Lindamood and wife	:	Anne Arundel County
	:	

: : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Assignee, of the mortgage from Joseph G. Lindamood and wife to Guil Barber, dated the 25th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471, folio 513, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend on the premises, on the 27th day of June, 1950, at twelve o'clock noon, DST, and then and there proceeded to sell said property in manner following, that is to say:

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

Beginning for the same at a point, said point being at the south margin of the Old Laurel-Fort George G. Meade Road near Highway Marker indicating 1.8 miles from the town of Laurel, Maryland, on Highway No. 216, and 505 feet east of Oak Lane Road,

Filed June 30, 1950

reckoned on a direct line; thence in a southerly direction 150 feet to an iron pipe on the margin of a proposed alley, and being 562 feet east of the said Oak Lane Road; thence in an easterly direction and binding on said alley 60 feet to an iron pipe on the margin of another alley; thence in a northerly direction and binding on the same 150 feet to the south margin of the said Laurel-Fort George G. Meade Road; thence in a westerly direction and binding on said road 60 feet to the point of beginning and containing 9,000 sq. feet of ground; and being the same lot or parcel of ground which was conveyed to the said Joseph G. Lindamood by deed dated June 30, 1947, by Guil Barber, Trustee for Mary Elizabeth Barber, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 417, folio 107, on the 10th day of July, 1947, and being designated as Lot No. 5 in a series of ten contiguous lots under a purchase and sales contract between Joseph G. Lindamood and Dora E. Lindamood, his wife, to Guil Barber.

And your Assignee sold the above described property to Guil Barber, Trustee, at and for the sum of Fifty-Two Hundred ($5200) Dollars, he being at that figure the highest bidder therefor, the terms of said sale being a deposit of $500, balance upon final ratification of sale by the Court.

Respectfully submitted,

George B. Woelfel
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 27th day of June, 1950, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee, named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief

11

and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hall
Notary Public

Order Nisi

In the Matter of the Sale of the Mortgaged Real Estate of Joseph ~~XXXXX~~ G. Lindamood and wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9839 Equity

Ordered, this 30th day of June, 19 50 That the sale of the mortgaged real estate of Joseph G. Lindamood and wife made and reported by George B. Woelfel, Assignee, ~~XXXXXXX Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of July next.

The report states that the amount of sales to be $ $5200.00

John H. Hopkins 3rd Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 11 Aug. 1950.

In the Matter of the Sale of the Mortgaged Real Estate of Joseph ~~XXXXX~~ G. Lindamood and wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of August, 19 50 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9839 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOSEPH G. LINDAMOOD AND WIFE

Ordered, this 30th day of JUNE, 1950, That the sale of the mortgaged real estate of Joseph G. Lindamood and wife made and reported by George B. Woelfel, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of July next.

The report states that the amount of sales to be $5,200.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jy-19

Filed 11 Aug., 1950.

No. MG 7041

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 25, 1950

We hereby certify, that the annexed Order Nisi - G # 9839 Joseph G. Lindamood

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of July, 1950. The first insertion being made the 5th day of July, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

In the Case of

In the Matter of the Sale of the
Mortgaged Real Estate

of ~~xxx~~.

Joseph G. Lindamood
and
Dora E. Lindamood, his wife

In the

Circuit Court

For

Anne Arundel County

No. 9839 Equity

To the Honorable, the Judges of said Court:

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

August 21, 1950.

All of which is respectfully submitted.

Laura H. Jickling
Auditor.

Copy of within Order Nisi received by
Evening Capital this 30 day of August 1950

Per:
Noel Wilkinson

Dr. In the Matter of the Saleof the Mortgaged Real Estate of Joseph G. Lindamood and Dora E. Lindamood, his wife

			in ac.	
To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	186	00	286	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	39	00		
Capital-Gazette Press - order nisi (sale)	6	00		
Capital-Gazette Press - order nisi (acct.)	6	00		
Evening Star Newspaper Co. - advertising sale	8	40		
Laural News Leader - advertising sale	7	00		
Globe Indemnity Co. - bond premium	30	00		
George W. Scible - auctioneer's fee	21	00		
One-half Federal revenue stamps	3	03		
One-half State revenue stamps	3	02		
Mary M. Hoff - notary fees	2	00	125	45
To Assignee for Taxes, viz:				
1950 State and County taxes (adj. to 6/27/50)	28	26	28	26
To Guil Barber, mortgagee - this balance on account mortgage claim	4,722	54	4,722	54
			5,200	00
Amount of mortgage claim filed	7,117	50		
Interest from 12/24/49 to 6/27/50	198	25		
	7,315	75		
Cr. Amount allowed as above	4,722	54		
Balance subject to decree in personam	2,593	21		

17

with George B. Woelfel, Assignee Cr.

1950						
June	27	Proceeds of Sale	5,200	00	5,200	00
					5,200	00

ORDER NISI LIBER 124 PAGE 185

In the Matter of the Sale of

the Mortgaged Real Estate

of ~~VERSUS~~

Joseph G. Lindamood

and

Dora E. Lindamood, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9839 Equity.

Filed Aug. 30. 1950

ORDERED, This 30 day of August, 19 50, 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 30 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 30 day of September next.

John H. Hopkins 3rd.

In the Circuit Court for Anne Arundel County

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

17

LIBER 124 PAGE 186

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

IN THE MATTER of the sale of the Mortgaged Real Estate of Joseph G. Lindamood and Dora E. Lindamood, his wife.	* * * *	Equity No. 9839

EXCEPTIONS AND OBJECTIONS
TO REPORT OF AUDITOR

Filed Sept. 30, 1950

COME NOW the defendants by their attorneys of record, Green, Whalin, Babcock & Bell, and object and except to the Report of the Auditor herein filed, and for reasons therefor say:

(1) That the account includes improper allowances.

(2) That there was not due upon the mortgage filed herein at the time of the said sale the sum of $7,117.50 as stated in the said Audit, nor was there then due interest upon the said mortgage in the sum of $198.25.

(3) That there is usury in the said mortgage, and moreover the mortgage claim filed by the Mortgagee herein contains a claim for interest upon such usurious interest.

(4) That the said Audit gives the Mortgagors herein no credit for rents collected by the Mortgagee from the subject property and not accounted for by the Mortgagee to the Mortgagors.

(5) That the said Audit gives the Mortgagors no credit for a certain deposit paid to the Mortgagee by a prospective purchaser of the said property and not accounted for by the Mortgagee to the Mortgagors.

(6) And for ~~such~~ ECB other good and sufficient reasons to be assigned at the hearing on these Exceptions and Objections.

GREEN, WHALIN, BABCOCK & BELL

BY: Edward C. Bell, Jr.
Edward C. Bell, Jr.

Attorneys for the Defendants-
Mortgagors
Maryland Building
Hyattsville, Maryland

LIBER 124 PAGE 187

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9839 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOSEPH G. LINDAMOOD, AND DORA E. LINDAMOOD, HIS WIFE.

Ordered, this 30th day of AUGUST, 1950, 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 30th 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 30th day of SEPTEMBER next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

8-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept 20, 1950

We hereby certify, that the annexed

Order Nisi - Eq # 9839

Joseph G. Lindamood

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of September, 1950 The first insertion being made the 31st day of August 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

Filed Oct. 3 1950

No. E. C. 4019

In the Matter of the	:	No. 9839 Equity
Sale of	:	In the
the Mortgaged Real Estate	:	Circuit Court
of	:	for
Joseph G. Lindamood and wife	:	Anne Arundel County
	:	

: : : : : : : : : : :

Answer to exceptions to the Report of the Auditor

Filed 10 Oct., 1950

Now comes Guil Barber by George B. Woelfel, his solicitor, and in answer to the exceptions filed to the report of the Auditor, states as follows:

1.

That he denies the account includes improper allowances.

2.

That he denies that the amount allowed him by the Auditor for his principal and interest was incorrect as therein stated.

3.

This Respondent denies that there was any usury in the mortgage or that his claim is for usurious interest.

4.

That he denies that the mortgagors were not given credit for all rents collected prior to the day of sale.

5.

This Respondent denies that the Auditor gave the mortgagors no credit for a certain deposit paid to the mortgagee by a prospective purchaser of the property.

And further answering this Respondent states that all of the questions involved herein have heretofore been litigated prior to the mortgage sale which resulted in favor of the said Guil Barber and that practically the same exceptions were filed to the ratification of the sale and were withdrawn in favor of the Respondent

and that the said exceptions to the Auditor's account are again filed on practically the last day for the filing thereof and were made for the purpose of harassing and embarrassing the said Guil Barber without having any merit therein as the exceptions therein purported are res adjudicata.

Moreover, the said exceptions should not be heard because the Exceptants failed to comply with the rule of court and serve a copy on the Respondent Guil Barber or his solicitor of record George B. Woelfel.

And having answered said exceptions as fully as he is advised is necessary he prays that the same be dismissed with costs.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel,
Solicitor for Guil Barber,
9-11 School Street,
Annapolis, Md.

I hereby certify that upon this 6th day of October, 1950, I mailed a copy of the above answer to exceptions to the report of the auditor to William McWilliams Esq. ~~Edward C. Bell, Jr., Esq., c/o Green, Whalin, Babcock and Bell, Hyattsville, Md.~~

George B. Woelfel

George B. Woelfel

In the matter of the sale of the mortgaged real estate of Joseph G. Lindamood and Dora E. Lindamood, his wife.	(	No. 9839 Equity. In the Circuit Court for Anne Arundel County.

The mortgagors have excepted to the ratification of the account of the Auditor filed herein on August 30, 1950, and assign as reason for their exceptions:

"1. That the account includes improper allowances.

2. That there was not due upon the mortgage filed herein at the time of the said sale the sum of $7117.50, as stated in the said Audit nor was there then due interest upon the said mortgage in the sum of $198.25.

3. That there is usury in the said mortgage, and moreover the mortgage claim filed by the mortgagee herein contains a claim for interest upon such usurious interest.

4. That the said Audit gives the mortgagors herein no credit for rents collected by the mortgagee from the subject property and not accounted for by the mortgagee to the mortgagors.

5. That the said Audit gives the mortgagors no credit for a certain deposit paid to the mortgagee by a prospective purchaser of the said property and not accounted for by the mortgagee to the mortgagors."

The mortgagee answered the exceptions and denied categorically all the contentions of the mortgagors and then averred "that all of the questions involved herein have heretofore been litigated prior to the mortgage sale which resulted in favor of the said Guil Barber and that practically the same exceptions were filed to the ratification of the sale and were withdrawn in favor of the Respondent, and that the said exceptions to the auditor's account are again filed on practically the last day for the filing thereof and were made for the purpose of harassing and embarrassing the said Guil Barber without having any merit therein as the exceptions therein purported are res adjudicata."

Filed 17 May, 1951.

This defense of res adjudicata must first be considered for if that defense should prevail it would become unnecessary to again consider the exceptions.

On November 23, 1949, George B. Woelfel, Esq., assignee of mortgagee, docketed proceedings to foreclose the mortgage of Joseph G. Lindamood and Dora E. Lindamood, his wife, to Guil Barber, bearing date May 25, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471, folio 513 etc. Pursuant to the advertisement of the sale, he attended on the premises on December 17, 1949, and sold the property to Guil Barber for $4500.00 and thereafter reported the sale.

On January 28, 1950, exceptions were filed to the ratification of the sale, and on May 18, 1950, an order was passed setting the sale aside. In his opinion, Judge Clark said:

> "Considerable testimony was taken as to the state of the accounts between Mr. Barber and Mr. Lindamood, and as to whether the mortgages were usurious. It is not necessary for me to review this testimony. It suffices to say that I am satisfied that, excluding the seven hundred fifty dollars ($750.00) on each lot, which Mr. Lindamood says was for the use of Mr. Barber's money, the balance due Mr. Barber on May 25, 1948, when the two mortgages, in question, were given, was in excess of thirteen thousand dollars ($13,000.00), the total of the amounts secured thereby. * * * It is not necessary for me to determine the exact state of the accounts between these parties, or the exact balance due by Mr. Lindamood to Mr. Barber, and I will not attempt to do so. I do hold, however, that at the time these mortgages were given this balance was in excess of the sum secured thereby."

While in his opinion Judge Clark made reference to usury, rents, etc., he did not decree what amount he found to be due, and, therefore, this Court cannot say that the matter has been adjudicated.

The property was again advertised for sale, and on June 27, 1950, it was sold to Guil Barber, Trustee, for $5200.00. Exceptions were again filed to the ratification of the sale. The exceptions were withdrawn and the

sale was finally ratified and confirmed on August 11, 1950.

Thereafter the report and account of the auditor was filed, wherein, after allowing the expenses, commissions, attorneys fees, etc., there was applied to the mortgage debt the sum of $4722.54. This left a "balance subject to decree in personam" of $2593.21. It is to the Auditor's account that the present exceptions have been filed.

Considerable testimony was taken, numerous exhibits have been offered in evidence and counsel have been heard in argument.

The testimony showed that Guil Barber, as Trustee for Mary Elizabeth Barber, owned a large tract of land situated on the Laural and Fort Meade Road, in Anne Arundel County. A portion of the tract was laid off into ten building lots and he and Joseph G. Lindamood entered into an arrangement whereby the lots might be improved by the erection of dwelling houses. It was thought by Lindamood that houses could be built at a cost of $3300.00 each. Their arrangement called for the execution by Guil Barber, as Trustee, of a deed conveying the respective lots to Lindamood, and he, together with his wife, would execute a mortgage for $4830.00 on each lot. There was sharp disagreement as to how the $4830.00 was made up. Mr. Barber testified it was made up as follows:

Purchase price for each lot	$ 1500.00	
Cost of erecting each house	3300.00	
Proportion of grading cost	30.00	$ 4830.00

Mr. Lindamood testified it was made up as follows:

Purchase price for each lot	$ 750.00	
Charge for loan of money	750.00	
Cost of erecting each house	3300.00	
Proportion of grading cost	30.00	$ 4830.00

The first lot to be improved was Lot No. 5, and after that house was completed then construction would begin on Lot No. 4.

On June 30, 1947, Guil Barber, as Trustee, conveyed lots Nos. 4 and 5 to Lindamood, and on the same day Joseph G. Lindamood and his wife executed and delivered two mortgages unto Guil Barber, individually, for $4830.00 each. The first money advanced was $500.00 on June 28, 1947. These mortgages were,

in fact, executed and delivered to secure future advances. They failed to state the time or times when the advances were to be made, as required by the statute. However, as these mortgages were disregarded by the parties, they need not be further considered.

The testimony showed Mr. Barber advanced to Mr. Lindamood, or for his account, the following sums:

June 28, 1947	J. G. Lindamood	$ 500.00
July 9, 1947	J. G. Lindamood	2500.00
August 2, 1947	J. G. Lindamood	400.00
August 6, 1947	Contee Sand & Gravel Co.	100.37
August 8, 1947	J. G. Lindamood	423.00
August, 1947	For insurance	21.60
August, 1947	For insurance	21.60
August 15, 1947	J. G. Lindamood	347.00
August 23, 1947	J. G. Lindamood	250.00
August 29, 1947	J. G. Lindamood	287.60
Sept. 5, 1947	J. G. Lindamood	273.20
Sept. 12, 1947	J. G. Lindamood	293.75
Sept. 17, 1947	J. G. Lindamood	76.99
Sept. 19, 1947	J. G. Lindamood	255.40
Sept. 23, 1947	J. G. Lindamood	151.68
Sept. 27, 1947	J. G. Lindamood	224.40
Oct. 2, 1947	Laurel Block Co.	348.72
Oct. 3, 1947	J. G. Lindamood	181.00
Oct. 10, 1947	J. G. Lindamood	233.95
Oct. 13, 1947	A. D. Riden & Co.	11.84
Oct. 14, 1947	J. G. Lindamood	705.94
Oct. 20, 1947	For insurance	29.84
Oct. 24, 1947	J. G. Lindamood	581.70
Oct. 25, 1947	J. G. Lindamood	40.00
Oct. 30, 1947	J. G. Lindamood	139.50
Nov. 1, 1947	J. G. Lindamood	690.01
Nov. 7, 1947	J. G. Lindamood	459.39
Oct. 20, 1947	J. G. Lindamood	140.60

Nov. 15, 1947	J. G. Lindamood	$ 320.00	
Nov. 18, 1947	Contee Sand & Gravel Co.	39.17	
Nov. 21, 1947	J. G. Lindamood	201.97	
Nov. 29, 1947	J. G. Lindamood	160.80	
Dec. 3, 1947	J. G. Lindamood	165.75	
Dec. 6, 1947	J. G. Lindamood	256.93	
Dec. 6, 1947	Contee Sand & Gravel Co.	89.30	
Dec. 13, 1947	J. G. Lindamood	130.23	
Dec. 20, 1947	J. G. Lindamood	127.01	
Dec. 31, 1947	Contee Sand & Gravel Co.	91.45	
Jan. 3, 1948	J. G. Lindamood	119.60	
Jan. 10, 1948	J. G. Lindamood	85.78	
Jan. 17, 1948	J. G. Lindamood	22.60	
Jan. 28, 1948	J. G. Lindamood	167.55	
Feb. 2, 1948	J. G. Lindamood	62.14	
Feb. 7, 1948	J. G. Lindamood	32.00	
Feb. 24, 1948	Hensley Bros.	5.00	
March 8, 1948	J. G. Lindamood	23.21	
March 20, 1948	J. G. Lindamood	30.22	
April 10, 1948	Thos. Somerville Co.	32.50	
April 12, 1948	J. G. Lindamood	42.00	
April 21, 1948	J. G. Lindamood	42.00	
April 26, 1948	J. G. Lindamood	210.00	
April 28, 1948	C. R. Madison	60.00	
May 3, 1948	J. G. Lindamood	63.00	
May 11, 1948	J. G. Lindamood	100.00	
May 15, 1948	J. G. Lindamood	7.21	
May 18, 1948		29.82	
May 21, 1948	J. G. Lindamood	27.63	$ 12,433.95

In addition to these cash advancements, Barber furnished to Lindamood 1500 feet of sheathing for use in house on Lot No. 4 at $75.00 per 1000 feet, or 112.50

Total advanced in cash and lumber $ 12,546.45

Against this amount should be credited the following amounts:

Nov. 7, 1947, amount of partial down payment of Robbins, $ 500.00

Rents collected by Barber on house #5, as follows:

Jan. 17, 1948	$ 50.07	
Jan. 10, 1948	75.00	
Mar. 24, 1948	75.00	
Apr. 12, 1948	75.00	
May 7, 1948	75.00	350.07

Rents collected by Barber on house #4, as follows:

April 14, 1948	$ 20.00		
April 15, 1948	55.00	75.00	$ 925.07

Balance due, exclusive of purchase price for lots, as of May 22, 1948, $ 11,621.38

Purchase price of lots as admitted by Mr. Lindamood ($750.00 each plus grading) 1,560.00

Amount due at time of execution of mortgages, $ 13,181.38

It thus appears that, at the time the two mortgages were executed, there was due and owing a sum in excess of $13,000.00, the consideration expressed in the mortgages.

Subsequent to the execution and delivery of the mortgages, the following amounts were paid by Mr. Barber to Mr. Lindamood, or for his account:

June 5, 1948	J. G. Lindamood	$ 50.00	
July 26, 1948	Otto Rossback	200.00	
August 24, 1948	Otto Rossback	115.85	$ 365.85

which, when added to the $181.38, makes a total due on open account of $547.23.

After the date of the mortgages, Mr. Barber collected the following rents:

From house #5:

June 14, 1948	$ 75.00	
July 11, 1948	75.00	
August 9, 1948	75.00	
September 18, 1948	75.00	
September 29, 1948	55.00	
November 1, 1948	20.00	$ 375.00

From house #4:

Total rents received from April 14, 1948 to October 27, 1948,	$ 361.00	
Less sum of $75.00 (Apr. 14 $20.00 and Apr. 15 $55.00) credited previously	75.00	$ 286.00
Total rents collected after the date of the mortgages,		$ 661.00

There was not shown by the evidence any agreement that the rents were to be credited to the open account, and, in the absence of any agreement or direction from Mr. Lindamood these amounts should have been applied on the mortgages, following the rule laid down in Gwinn v. Whitaker, 1 H. & J. 754, that when a debtor is indebted on mortgage and simple contract, and neglects, when he makes a payment to apply it, the law will apply it to the mortgage. Dorsey v. Gassaway, 2 H. & J. 402; Laeber v. Langhor, 45 Md. 477, 482; McTavish v. Carroll, 1 Md. Ch. 163; Neidig v. Whiteford, 29 Md. 185; Suter v. Ives, 47 Md. 520. A mortgagee is bound to account for rents as payments on account of the mortgage debt. Baker v. Baker, 108 Md. 269; Hubbard v. Safe Deposit & Trust Co., 172 Md. 645; Blanch v. Collison, 174 Md. 427.

This means that the rent, as received, must be applied on the respective mortgages.

Mr. Lindamood also contends that he should be allowed the sum of $261.00 covering the payroll for the week ending July 11, 1947, which he said was not included in any bill or statement rendered by him to Mr. Barber. This contention must be disallowed. He had title to, and was improving, his own property, and he would have received all of the purchase money, over and above the mortgage debt, if the houses had been sold. If the payroll had been submitted to Mr. Barber and he had paid the same, it would have increased the debt, and he would have been in no better position.

Mr. Lindamood also claims that he should be entitled to credit for the value of the lumber and building materials left on the premises. He purchased the materials, or most of it, from the C. F. Shaffer Company. It was never sold to, or acquired by, Mr. Barber and the last-named has no right or title to it. It remains the property of Mr. Lindamood.

It must now be determined what is the amount due on the respective mortgages.

Lot No. 5.

Mortgage dated May 25, 1948, for		$ 6500.00
Interest thereon from date to June 14, 1948		20.58
		6520.58
Credit rent collected June 14, 1948		75.00
		6445.58
Interest thereon to July 11, 1948		29.46
		6475.04
Credit rent collected July 11, 1948		75.00
		6400.04
Interest thereon to August 9, 1948		29.87
		6429.91
Credit rent collected August 9, 1948		75.00
		6354.91
Interest thereon to September 18, 1948		41.31
		6396.22
Credit September 18, 1948		75.00
		6321.22
Interest thereon to September 29, 1948		12.64
		6333.86
Credit rent September 29, 1948		55.00
		6278.86
Interest thereon to June 27, 1950,	$ 657.19	
Credit rent paid November 1, 1948	20.00	637.19
Total amount due on mortgage on June 27, 1950, the day of sale,		$ 6916.05
Applying the balance of the proceeds of sale, after payment of expenses,		4722.54
There is left an unpaid balance of		$ 2193.51

The method of calculation is the method prescribed in Gwinn v. Whitaker, 1 H. & J. 754; Hammond v. Hammond, 2 Bland 383. See, also, Rayner v. Bryson, 29 Md. 480; Mitchell v. Mitchell, 29 Md. 581; Glenn v. Cockey, 16 Md. 446; Frazier v. Hyland, 1 H. & J. 98; Lamott v. Sterett, 1 H. & J. 41; Chapline v. Scott, 4 H. & McH. 69.

31

Lot No. 4.

The evidence before the Court on the exceptions does not disclose when the rent was collected on Lot No. 4. It showed that a total of $361.00 was collected. Deducting the payments prior to May 25, 1948, there was a balance of $286.00. The nearest approach that the Court can arrive at is to assume that the rent was paid on the first day of the month.

Mortgage dated May 25, 1948,	$ 6500.00
Interest to June 1, 1948	6.50
	6506.50
Credit rent June 1, 1948	75.00
	6431.50
Interest to July 1, 1948	32.16
	6463.66
Credit rent July 1, 1948	75.00
	6388.66
Interest to August 1, 1948	31.94
	6420.60
Credit August 1, 1948	75.00
	6345.60
Interest to September 1, 1948	31.73
	6377.33
Credit September 1, 1948	71.00
	$ 6306.33
Interest thereon to June 27, 1950, the date of sale,	689.48
	$ 6995.81
Applying the balance of the proceeds of sale, after payment of expenses,	4528.09
There is left an unpaid balance of	$ 2467.72

An order will be passed sustaining the exceptions and directing distribution of the funds in the hands of the assignee of mortgagee.

Jas. E. Boylan, Jr.
Chief Judge.

Ordered by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, this 17th day of May, in the year nineteen hundred and fifty-one, that the exceptions to the Auditor's account be, and they are hereby, sustained; and, in conformity with the aforegoing opinion, it is hereby ordered that the amount due as of the date of sale on the mortgage filed herein is $6916.05; and it is further ordered that the said George B. Woelfel, Assignee, distribute the proceeds of sale, to wit, the sum of five thousand two hundred dollars, as follows:

Filed 17 May, 1951.

LIBER 124 PAGE 200

To the assignee for fee, as provided by mortgage,	$ 100.00	
To the assignee for commissions, as provided by mortgage,	186.00	
To the assignee for Court costs, as follows:		
Appearance fee to Solicitor for Plaintiff,	10.00	
To John H. Hopkins, III, Clerk of Court, his costs,	18.75	
To Laura R. Jickling, Auditor, for stating account,	9.00	
To the assignee for expenses:		
Capital-Gazette Press - advertising sale,	39.00	
Capital-Gazette Press - order nisi on sale,	6.00	
Capital-Gazette Press - order nisi on audit,	6.00	
Evening Star Newspaper Co., advertising sale,	8.40	
Laurel News Leader, advertising sale,	7.00	
Globe Indemnity Co., bond premium,	30.00	
George W. Scible, for auctioneering sale,	21.00	
One-half Federal Revenue stamps,	3.03	
One-half State Revenue stamps,	3.02	
Mary M. Hoff, notary fees,	2.00	
To the assignee for 1950 State and County taxes adjudged to June 27, 1950,	28.26	
To the assignee of mortgagee on account of the mortgage debt,	4722.54	$ 5200.00

leaving said mortgage debt unsatisfied to the extent of $ 2193.51.

Jas. E. Boylan, Jr.
Chief Judge.

LIBER 124 PAGE 201

H. Allen Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Ellsworth J. Fendlay and	*	
Mildred G. Fendlay, his wife	*	Equity No. 15453
	*	

* * * * * * * * * *

Mr. Clerk:

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

H. Allen Mezger

H. Allen Mezger, Attorney named in Mortgage

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

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No. 13,653 Equity

55 STAMPS REQUIRED 1650

THIS MORTGAGE, Made this 21st day of November - , in the year one thousand nine hundred and fifty-six , between ELLSWORTH J. FENDLAY and MILDRED G. FENDLAY, 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 Fifteen Thousand ($15,000.00) - 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 One Hundred Twenty-Seven ($127.00) Dollars - - - - - - commencing on the fifteenth - day of January ,1957, and on the fifteenth day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

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

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

~~BEGINNING~~ BEING FOR THE FIRST known and designated as Lots Nos. Three (3) and Four (4) in Section 23 of Riviera Beach with a total frontage of about Fifty (50) feet on Garden Road, as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now Plat Book 1, folio 25.

BEING the same lots of ground which by deed dated July 22nd, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 369, folio 477, were granted and conveyed by The Riviera Beach Development Company, to the said mortgagors.

BEING FOR THE SECOND known and designated as Lots Nos. Five (5) and Six (6) in Section 23 of Riviera Beach with a total frontage of Fifty (50) feet on Garden Road, as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now Plat Book 1, folio 25.

BEING the same lots of ground which by deed dated March 7th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1014, folio 332, were granted and conveyed by Raymond F. Hines and Anna A. Hines, his wife, to the said mortgagors.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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3

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

on or before the fifteenth - - - - - - - - - - - - - -day of each and every month the sum of **Fifteen ($15.00) 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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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

Ellsworth J. Fendlay (SEAL)
Ellsworth J. Fendlay

Mildred G. Fendlay (SEAL)
Mildred G. Fendlay

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 21st day of November -, 1956 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ellsworth J. Fendlay and Mildred G. Fendlay, his wife -

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

AS WITNESS my hand and Notarial Seal.

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

ELAINE E. SEEGER NOTARY PUBLIC BALTIMORE COUNTY, MD.

My Commission Expires May 6th, 1957.

Rec'd. for record Dec. 15 1956 at 9.15 A.M.

Mailed to Mezger + Mezger

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

5

LIBER 124 PAGE 206

H. Allen Mezger, Attorney
named in Mortgage

VS

Ellsworth J. Fendlay
and
Mildred G. Fendlay, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 13,653

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 15,000.00
Less - Total amount paid on account of Principal	$ 898.23	
Less - Credit Expense Account	72.00	970.23
Net Balance	$ 970.23	$ 14,029.77
Plus accumulated interest to March 31, 1960 (with interest thereafter at rate of 6% per annum)		141.37
Total Amount of Mortgage Indebtedness		$ 14,171.14

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

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

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 10th day of February in the year nineteen hundred and Sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr, Treasurer of the Plaintiff in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 1, 1961.

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

FILED
1960 FEB 11 AM 11:03

6

LIBER 124 PAGE 207

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

H. Allen Mezger, Attorney

named in Mortgage

vs.

Ellsworth J. Fendlay and

Mildred G. Fendlay, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity # 13653

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

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

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

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

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

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

Arundel Federal Savings and Loan Association of Baltimore City

By: John P. Helmer

John P. Helmer *Affiant.*
President

Subscribed and sworn to before me

this 24th day of February 1960.

Joseph J. Blimline, Jr.
Notary Public

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

FILED

1960 MAR -2 AM 9:42

7

Jud. 14042. LIBER 10 PAGE 200 LIBER 124 PAGE 208

MORTGAGEE OR ATTORNEYS' BOND No. 12,653 Eq.

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand Two Hundred Fifty and No/100 - - - - ($14,250.00) - - - - *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* 10th *day of* March *in the year of our Lord nineteen hundred and* sixty.

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* Ellsworth J. Fendlay and Mildred Fendlay, his wife *to* Arundel Federal Savings and Loan Association of Baltimore City *dated* November 21, 1956 *and recorded in Liber* GTC *No.* 1086 *folio* 264 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

H. Allen Mezger [SEAL]

H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell, Attorney-in-Fact

ATTEST:

Carol Armstrong

Carol Armstrong

Bond filed and approved this 16th day of March 1960

George T. Cromwell, Clerk

FILED

1960 MAR 16 AM 9:34

8

H. Allen Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Ellsworth J. Fendlay and	*	
Mildred G. Fendlay, his wife	*	Equity No. 13653
	*	

* * * * * * * * *

CERTIFICATION

We hereby certify, that on the 18th day of March, 1960, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City the fee simple property described as follows:

BEING FOR THE FIRST known and designated as Lots Nos. Three (3) and Four (4) in Section 23 of Riviera Beach with a total frontage of about Fifty (50) feet on Garden Road, as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now Plat Book 1, folio 25.

BEING FOR THE SECOND known and designated as Lots Nos. Five (5) and Six (6) in Section 23 of Riviera Beach with a total frontage of Fifty (50) feet on Garden Road, as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now Plat Book 1, folio 25.

at and for the price of Fourteen thousand ($14,000.00) Dollars.

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

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

By: _____
John M. Miller, Jr.

I/We hereby certify that I/We purchased the above described property at and for the price of Fourteen thousand ($14,000.00) Dollars.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION

_____
Henry O. Bourke, Jr.

FILED

1960 MAR 26 AM 10:17

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

H. ALLEN MEZGER, ATTORNEY	*	IN THE CIRCUIT COURT
NAMED IN MORTGAGE	*	FOR LIBER 124 PAGE 211
vs.	*	ANNE ARUNDEL COUNTY
ELLSWORTH J. FENDLAY and	*	
MILDRED G. FENDLAY, his wife	*	Equity No. 13653

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from Ellsworth J. Fendlay and Mildred G. Fendlay, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H.Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, March 18th, 1960 at 3:45 o'clock p.m. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Fourteen thousand ($14,000.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger (SEAL)
H.Allen Mezger, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 24th day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared H. Allen Mezger, and made oath in due form of law that the matters and facts set forth in the aforegoing Report

FILED
1960 MAR 26 AM 10:17

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

10

of sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 1st, 1961.

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

ORDER NISI

LIBER 124 PAGE 213

H. ALLEN MEZGER, Attorney named in Mortgage

versus

ELLSWORTH J. FENDLAY and MILDRED G. FENDLAY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,653 Equity

Ordered, this 26th day of March, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Attorney named in Mortgage

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.

The report states that the amount of sale was $ 14,000.00

FILED 1960 MAR 26 AM 10:17

True Copy, Clerk.

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

ELLSWORTH J. FENDLAY and MILDRED G. FENDLAY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of May, 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 MAY -5 AM 9:36

12

MEZGER & MEZGER
ATTORNEYS
200 West Saratoga Street
Baltimore 1, Maryland

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

Improved with a stone dwelling, approved roof, located Garden and Carroll Roads, Riviera Beach, Third Election Dist., Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated November 21, 1936, from Ellsworth J. Fendlay and Mildred G. Fendlay said mortgage being duly recorded among the Land Records of Anne Arundel County. In Liber G.T.C. No. 1086 folio 264, the undersigned as Attorney, will offer for sale at public auction on the premises on:

Friday, March 18, 1960 at 3:45 o'clock P. M.

THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEING FOR THE FIRST known and designated as Lots Nos. Three (3) and Four (4) in Section 23 of Riviera Beach with a total frontage of about Fifty (50) feet on Garden Road, as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now Plat Book 1, folio 25.

BEING FOR THE SECOND known and designated as Lots Nos. Five (5) and Six (6) in Section 23 of Riviera Beach with a total frontage of Fifty (50) feet on Garden Road, as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now Plat Book 1, folio 25.

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

H. ALLEN MEZGER,
Attorney named in Mortgage
E. T. Newell & Co., Inc.,
Auctioneers

M-17

LIBER 124 PAGE 214 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1960

We hereby certify, that the annexed Attorney's Mortgage Sale 13,653 Ellsworth J. Fendlay

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 March, 1960. The first insertion being made the 25th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR -7 AM 11:27

By A. Tilghman

13

LIBER 124 PAGE 215

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. 13,653 Equity
H. ALLEN MEZGER, Attorney named in Mortgage
VERSUS
ELLSWORTH J. FENDLAY and MILDRED G. FENDLAY, his wife

Ordered, this 26th day of March, 1960, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage 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.

The report states that the amount of sale was $14,000.00.

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 Sale Eq 13,653 Ellsworth J. Fendlay was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of May, 1960. The first insertion being made the 31st day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 MAY 4 PM 4:36

By [illegible]

No. M. G. _____

14

In the Case of

H. Allen Mezger,
Attorney named in Mortgage
vs.
Ellsworth J. Fendlay
and
Mildred G. Fendlay, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,653 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. Jackling
Auditor

May 13, 1960

FILED
1960 MAY 18 PM 12:41

Dr. H. Allen Mezger, Attorney named in Mortgage vs. Ellsworth J. Fendlay and Mildred G. Fendlay, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	450	00	550	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	14	60		
Maryland Casualty Co. - bond premium	57	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	7	70		
One-half State documentary stamps	15	40		
Jos. J. Blimline, Jr. - notary fees	1	50	211	20
To Attorney for Taxes, viz: 1960 State and County taxes ($243.95)- adjusted - 78 days	52	10	52	10
To Attorney for Benefit Charges, viz: 1960 water and sewer benefit charges ($35.00) adjusted - 78 days	7	42	7	42
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	13,127	78	13,127	78
			14,000	00
Amount of mortgage claim filed	14,171	14		
Cr. Amount allowed above	13,127	78		
Balance subject to decree in personam	1,043	36		

16

with H. Allen Mezger, Attorney named in Mortgage Cr.

1960				
Mar.	18	Proceeds of Sale	14,000 00	14,000 00
				14,000 00

17

LIBER 124 PAGE 219

ORDER NISI

H. Allen Mezger,
Attorney named in Mortgage
VERSUS
Ellsworth J. Fendlay
and
Mildred G. Fendlay, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,653 Equity.

ORDERED, This 18th 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 27 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 27 day of June next.

FILED MAY 18 PM 12:41

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of July, 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 JUL -7 AM 10:26

Matthew T. Evans

18

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 220

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,653 Equity
H. ALLEN MEZGER
Attorney named in Mortgage
versus
ELLSWORTH J. FENDLAY and MILDRED G. FENDLAY, his wife

Ordered, this 18th 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 27th 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 beforo the 27th day of June next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,653 Auditor Account

Ellsworth J. Fendlay

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of June, 1960. The first insertion being made the 26th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 JUL 6 PM 1:52

By [signature]

No. M. G. _____

19

LIBER 124 PAGE 221

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD ESTATE OF CLYDE M. BRIGGS and NELLIE E. BRIGGS, his wife IN THE PROPERTY 604 Minnerva Road Glenburnie Park Anne Arundel Coumty, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	IN EQUITY: 13,502
	:	Docket_____Folio_____

---+---

ORDER TO DOCKET FORECLOSURE CASE

Mr. Clerk:

Please docket this case, file my appearance and file the original mortgage as "Complainant's Exhibit No. 1".

J. Purdon Wright

J. Purdon Wright, Attorney
Named in Mortgage
345 St. Paul Place
Baltimore 2, Maryland

FILED
1959 NOV -4 PM 12:25

City or County Form.

LIBER 124 PAGE 222

LIBER 1126 PAGE 482

No. 13,502 Equity

This Mortgage, Made this 6th day of June, in the year one thousand, nine hundred and fifty-seven, between Clyde M. Briggs and Nellie E. Briggs, his wife

of Anne Arundel County, in the State of Maryland, Mortgagors, and THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Nine thousand ($9,000.00) - - - - - - - - - - - - - - - - - - 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 five and one-half per cent. (5½ %) per annum in the manner following:

By the payment of Eighty-four 97/100 ($84.87) ---------- 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 may 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.

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.

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

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

BEGINNING for the same and being known and designated as Lot No. 6, Block T, as shown on the Plat of Glenburnie Park, Section 3, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28, folio 18. Improvements thereon being known as No. 604 Minnerva Road.

BEING the same lot of ground described in an assignment of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was assigned and conveyed by The A to Z Company unto the herein mortgagors.

"Complainant's Exhibit No. 1"

1959 NOV -4 PM 12:

2

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of $120.00, payable half-yearly on the 6th days of September and March in each and every year.

Provided, however, if the said Mortgagor s, 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 Mortgagor s, 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 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 mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five and one-half per cent. (5½ %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, 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 Mortgagor s, 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; (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 s, 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 s, 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; (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.

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

AND the said Mortgagor s hereby consent that a decree may be passed for the sale of said property, (such sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided) or this Mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or J. PURDON WRIGHT, its duly constituted Attorney or Agent. 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 in the event of the institution of any such foreclosure proceedings which are thereafter dismissed and/or satisfied prior to the sale of the property as herein provided, commissions, as allowed by law to the party advertising said property for sale, as well as an attorney's fee of $100 shall be due and shall be paid by whomever shall pay the amount due on said Mortgage before sale. Should, however, said property be sold under the powers herein granted, the proceeds realized from said sale shall be applied as follows: (1) to the payment of all expenses incident to such sale, including an attorney's fee of $100 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 aforesaid; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

WITNESS the hand s and seals of the said Mortgagor s.

WITNESS:

Betty Lou Vester
Betty Lou Vester

Clyde M Briggs (SEAL)
Clyde M. Briggs

Nellie E. Briggs (SEAL)
Nellie E. Briggs

(SEAL)

(SEAL)

4

5

LIBER 124 PAGE 225
LIBER 1126 PAGE 485

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of June, 19 57, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Clyde M. Briggs and Nellie E. Briggs, his wife

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Urban J. B. Link, 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.

Betty Lou Vester
Betty Lou Vester, Notary Public.

BETTY LOU VESTER NOTARY PUBLIC Baltimore, Maryland.

Rec'd for record June 13 1957 at 11:28 A.M.
Mailed to American National B. & L. Asso. of Balto.

MORTGAGE

FROM

CLYDE M. BRIGGS AND

NELLIE E. BRIGGS, his wife

TO

THE

AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BLOCK NO.

Received for Record ____ Same day recorded in
at ____ o'clock ____ M. ____ Folio ____ etc.
Liber ____ No. ____
one of the Land Records of Baltimore City,
and examined per ____ Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 JUN 13 AM 11:28 RECORDED IN LIBER GTC NO. 1126 FOLIO 485 GEO. T. CROMWELL, CLERK

Cost of Record, $ 7.15

MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
LEXINGTON & LIBERTY STREETS
BALTIMORE 1, MD.

The Daily Record Company, Baltimore, Md.

LIBER 124 PAGE 226

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD ESTATE OF CLYDE M. BRIGGS and NELLIE E. BRIGGS, his wife IN THE PROPERTY 604 Minnerva Road Glenburnie Park Anne Arundel County, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:IN EQUITY:	13,502
	:Docket_____	Folio_____

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of The American National Building and Loan Association of Baltimore City under the Mortgage from Clyde M. Briggs and Nellie E. Briggs, his wife, to The American National Building and Loan Association of Baltimore City, dated June 6, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1126 folio 482.

Principal Balance due as of 10/14/59	$8,644.41
Interest to 10/31/59	$ 158.48
	$8,802.89
Credit in Expense Account as of 10/14/59	$ 112.71
Total Balance Due	$8,690.18

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J. B. Link

Urban J. B. Link, President

STATE OF MARYLAND
SS
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 3rd day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, 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 the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Howard I. Scaggs, Jr.

Howard I. Scaggs, Jr., Notary Public

FILED
1959 NOV -4 PM 12:25

6

LIBER 124 PAGE 227

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD ESTATE OF CLYDE M. BRIGGS and NELLIE E. BRIGGS, his wife IN THE PROPERTY 604 Minnerva Road Glenburnie Park Anne Arundel County, Maryland	; ; ; ; ;IN EQUITY 13,502 ;Docket_____Folio____	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND
SS
COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 3rd day of November, 1959 before me the subscriber, a Notary Public in and for the State of Maryland, and for the County aforesaid, personally appeared Urban J. B. Link, the President of The American National Building and Loan Association of Baltimore City, the mortgagee herein, and made oath in due form of law that the defendants are not in the military service of the United States, or of any nation with which the United States is allied, 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 that they have not been ordered to report for service therein; that Clyde M. Briggs is 30 years old and Nellie E. Briggs, his wife, is 32 years old, and that the affiants sources of information were the records of The American National Building and Loan Association of Baltimore City and the family of the defendants.

Urban J. B. Link
Urban J. B. Link, President

Howard I. Scaggs, Jr.
Howard I. Scaggs, Jr., Notary Public

FILED
1959 NOV -4 PM 12:25

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD ESTATE OF CLYDE M. BRIGGS AND NELLIE E. BRIGGS, his wife IN THE PROPERTY 604 Minnerva Road Glen Burnie Park Anne Arundel County, Maryland

LIBER 124 PAGE 228

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Docket _____ Folio _____

AMENDED STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of The American National Building and Loan Associationof Baltimore City under the mortgage from Clyde M. Briggs and Nellie E. Briggs, his wife, to The American National Building and Loan Association of Baltimore City, dated June 6, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1126 folio 482.

PRINCIPAL BALANCE due as of 10/14/59	$8,644.41
INTEREST to 11/30/59	198.10
	$8,842.51
Credit in Expense Acccount	2.55
TOTAL BALANCE DUE	$8,839.96

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J. B. Link

Urban J. B. Link, President

STATE OF MARYLAND

SS

COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 16th day of November, 1959, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, 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 the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Howard I. Scaggs, Jr.

Howard I. Scaggs, Jr., Notary Public

NOV 18 AM 11:10

8

J. Purdon Wright, Attorney-At-Law
345 St. Paul Pl., Balto. 2, Md.

Attorney's Sale

Of Valuable Frame Ranch Property

604 Minnerva Road
Glen Burnie Park
Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from Clyde M. Briggs and Nellie E. Briggs, his wife, to The American National Building and Loan Association of Baltimore City, a body corporate, dated June 6, 1957, and recorded among the Land Records of Anne Arundel County in Liber 1126, folio 482, etc. (default having occurred thereunder) the undersigned, the Attorney Named-In-Mortgage, will sell at public auction on the premises on:

Wed., Jan. 13, 1960 at 3:30 O'Clock P.M.

All that lot of ground situate and lying in Anne Arundel County, Maryland and described as follows:

Beginning for the same and being known and designated as Lot No. 6, Block T, as shown on the Plat of Glen Burnie Park, Section 3, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28, folio 18. The improvements thereon being known as No. 604 Minnerva Road. Subject to an annual ground rent of $120 and improved by frame one-family ranch home containing 6 rooms, bath, hot air gas heat, etc.

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 to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes, ground rent and all other expenses, if any, to be adjusted to day of sale.

J. PURDON WRIGHT, Attorney-Named-In-Mortgage
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PLaza 2-4868

J-7

OFFICE C.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 229

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1960

We hereby certify, that the annexed

Attorney's Sale

Clyde M. Briggs

13,502

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 13th day of January, 1960. The first insertion being made the 17th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

JAN 11 1960

9

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

LIBER 10 PAGE 156

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 124 PAGE 230

IN THE MATTER OF THE

SALE OF THE MORTGAGED LEASEHOLD ESTATE OF CLYDE M. BRIGGS and NELLIE E. BRIGGS, his wife IN THE PROPERTY 604 Minnerva Road Glen Burnie Park Anne Arundel County, Maryland

BOND OF Attorney

TO SELL

Real Estate

No. 13,502 Equity

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 body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 10,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of January , in the year of our Lord, nineteen hundred and sixty.

WHEREAS, the above bounden J. Purdon Wright

by virtue of the power contained in a mortgage from Clyde M. Briggs & Nellie B. Briggs, his wife to American National Building and Loan Association of Baltimore City bearing date the 6th day of June , 19 57 and recorded among the Land Records of Anne Arundel County in Liber GTC-1126 No. Folio 482 ~~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

J. Purdon Wright

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

J. Purdon Wright (SEAL)
J. Purdon Wright

V. Arline Goodwin
V. Arline Goodwin

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

Janet Zittle
Witness as to Surety
Janet Zittle

Bond approved this 12th day of January 1960.
George T. Cromwell, Clerk

1960 JAN 12 AM 11:18

10

The American National Building and Loan Association of Baltimore City

Vs.

Clyde M. Briggs and Nellie E. Briggs, His Wife

J. Purdon Wright, Attorney-At-Law
345 St. Paul Pl., Balto. 2, Md.

Attorney's Sale

Of Valuable Frame Ranch Property

604 Minnerva Road
Glen Burnie Park
Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from Clyde M. Briggs and Nellie E. Briggs, his wife, to The American National Building and Loan Association of Baltimore City, a body corporate, dated June 6, 1957, and recorded among the Land Records of Anne Arundel County in Liber 1126, folio 482, etc. (default having occurred thereunder) the undersigned, the Attorney Named-In-Mortgage, will sell at public auction on the premises on:

Wed., Jan. 13, 1960 at 3:30 O'Clock P.M.

All that lot of ground situate and lying in Anne Arundel County, Maryland and described as follows:

Beginning for the same and being known and designated as Lot No. 6, Block T, as shown on the Plat of Glen Burnie Park, Section 3, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28, folio 18. The improvements thereon being known as No. 604 Minnerva Road. Subject to an annual ground rent of $120 and improved by frame one-family ranch home containing 6 rooms, bath, hot air gas heat, etc.

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 to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes, ground rent and all other expenses, if any, to be adjusted to day of sale.

J. PURDON WRIGHT, Attorney-Named-In-Mortgage
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PLaza 2-4663

J-7

In The Circuit Court

For

Anne Arundel County
(In Equity)

LIBER 124 PAGE 231

Auctioneer's Certificate

I hereby certify that I have this 13th Day of January, 1960, sold the property described in the attached advertisement of sale at and for the sum of $ 10,200 to Z-TO-A Builders INC., being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Joseph A. Cooper
Alex Cooper, Auctioneer

Purchaser's Agreement

I hereby certify that I have this 13th Day of January, 1960, purchased the property described in the attached advertisement of sale from J. Purdon Wright, Attorney named in the mortgage, at and for the sum of $ 10,200 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Z TO A BUILDERS INC
Purchaser

By Theodore Sanford
Purchaser

FILED
1960 JAN 16 AM 10:14

Test:
Joseph A. Cooper

11

LIBER 124 PAGE 232

IN THE MATTER OF THE SALE OF THE LEASEHOLD MORTGAGED ESTATE OF CLYDE M. BRIGGS and NELLIE E. BRIGGS, his wife IN THE PROPERTY 604 Minnerva Road Glen Burnie Park Anne Arundel County, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:IN EQUITY:	
	:Docket	Folio

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Purdon Wright, Attorney Named in Mortgage in the above entitled cause to make the sale of the leasehold property known as 604 Minnerva Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond for the faithful discharge of his trust as prescribed by law, which was duly approved, and having notice of the time, place, manner and terms of sale by advertisements in The Capital-Gazette, a weekly newspaper, published in Anne Arundel County for more than three successive weeks preceeding day of sale, said Attorney Named in Mortgage, did, pursuant to said notice on Wednesday, the 13th day of January, 1960 at 3:30 P.M., attend on the premises and then and there sold said leasehold property to Z to A Builders, Inc., a body corporate, Old Stage Road, Glen Burnie, Maryland, at and for the price of $10,200.00, it being the highest bidder at said sale.

J. Purdon Wright

J. Purdon Wright, Attorney Named In Mortgage

1960 JAN 16 P 1:10 PM

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of January, 1960, before me the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared J. Purdon Wright, 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.

AS WITNESS my hand and Notarial Seal.

V. Arline Goodwin

V. Arline Goodwin, Notary Public

12

ORDER NISI

LIBER 124 PAGE 233

IN THE MATTER OF THE SALE OF THE LEASEHOLD MORTGAGED ESTATE OF CLYDE M. BRIGGS AND NELLIE E. BRIGGS, his wife IN THE PROPERTY 604 Minnerva Road~~xxxxx~~ Glen Burnie Park Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,502 Equity

Ordered, this 18th day of January, 19 60, That the sale of the Property in these proceedings mentioned made and reported by J. Purdon Wright, 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 ~~xxxxxx~~ was $ 10,200.00

George T. Cromwell Clerk.

True Copy.

FILED 1960 JAN 16 AM 10:14

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE LEASEHOLD MOTRGAGED ESTATE OF CLYDE M. BRIGGS AND NELLIE E. BRIGGS, his wife IN THE PROPERTY 604 Minnerva Road~~xxxxx~~ Glen Burnie Park Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of February, 19 60 that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Bonnie Duckett

FILED

1960 FEB 24 PM 3:50

13

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 234

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,502 Equity

In the Matter of the Sale of the Leasehold Mortgaged Estate of CLYDE M. BRIGGS and NELLIE E. BRIGGS, his wife in the Property, 604 Minnerva Rd., Glen Burnie, Park Anne Arundel County, Md.

Ordered, this 18th day of January, 1960, That the sale of the Property in these proceedings mentioned, made and reported by J. Purdon Wright, 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 $10,200.00.

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. 13,502

Clyde M. Briggs

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.

FILED

No. M. G. 13691 1960 FEB 13 AM 9:33 By H. Tilghman

14

LIBER 124 PAGE 235

In the Case of

In the Matter of the Sale of the
Mortgaged Leasehold Estate of
Clyde M. Briggs and
Nellie E. Briggs, his wife

vs.

In the Property 604 Minnerva Road
Glen Burnie Park,
Anne Arundel County, Maryland

In the

Circuit Court

For

Anne Arundel County

No. 13,502 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. Dahlman
Auditor.

May 23, 1960

FILED
1960 MAY 26 PM 12:23

Dr. In the Matter of the Sale of the Mortgaged Leasehold Estate of in ac.
Clyde M. Briggs and Nellie E. Briggs, his wife, in the property 604 Minnerva Road, Glen Burnie Park, Anne Arundel County, Maryland

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	340	96	440	96
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	31	50	71	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	36	80		
U.S. Fidelity & Guaranty Co.-bond premium	40	00		
Alex Cooper - auctioneer's commission	315	00		
Charles F. Morrison, Jr. - appraiser's fee	25	00		
Alex Cooper - appraiser's fee	25	00		
Federal Tax Lien Judgment Report	2	00		
Military affidavit investigation	3	00		
One-half Federal documentary stamps	5	77		
One-half State documentary stamps	11	55		
V. Arline Goodwin - notary fee		50		
Howard J. Scaggs, Jr. - notary fees	1	00	550	38
To Attorney for Taxes, viz: 1960 State and County taxes - thirteen days	6	37	6	37
To Attorney for Ground Rent, viz: Semi-annual ground rent due 3/6/60 ($60.00) - 4 months 7 days	42	33	42	33
To The American National Building & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim, viz:				
Amount of claim filed $ 8,839.96				
Interest on principal balance of $8,644.41 from 11/30/59 to 1/13/60 - 44 days - @ 5½% 58.13	8,898	09	8,898	09
To District Director of Internal Revenue - in full for Tax Lien dated 9/2/59, recorded in Federal Tax Lien Docket 1959 folio A-528, Anne Arundel County Circuit Court records	349	93	349	93
To Maryland Metal Moulding Co., judgment creditor - this balance on account claim in #A-2253 Law (recorded 1/18/60)	49	88	49	88
			10,409	19
Amount of judgment claim filed	112	26		
Court costs	23	32		
	135	58		
Cr. Amount allowed above	49	88		
Balance due	85	70		

with J. Purdon Wright, Attorney named in Mortgage Cr.

1960						
Jan.	13	Proceeds of Sale	10,200	00		
		Interest on deferred payment of $9,450.00 to 4/27/60	165	38	10,365	38
		Refund 1960 water and sewer benefit charge 1/13/60 to 12/31/60	43	81	43	81
					10,409	19

ORDER NISI LIBER 124 PAGE 238

In the Matter of the Sale of the Mortgaged Leasehold Estate of Clyde M. Briggs and

~~VERSUS~~

Nellie E. Briggs, his wife,
In the Property
604 Minnerva Road,
Glen Burnie Park,
Anne Arundel County, Maryland

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 13,502 Equity.

FILED 1960 MAY 26 PM 12:23

ORDERED, This 26th 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 be shown on or before the 5th 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 5th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of July, 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 L. Evans

18

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

FILED 1960 JUL -8 AM 10:53

In the Circuit Court for Anne Arundel County

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

LIBER 124 PAGE 239

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. 13,502 Equity

In the Matter of the Sale of the Mortgaged Leasehold Estate of Clyde M. Briggs and Nellie E. Briggs, his wife, in the property 604 Minnerva Road, Glen Burnie Park, Anne Arundel County, Maryland

Ordered, this 26th 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 5th 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 5th day of July next.

GEORGE T. CROMWELL
Clerk

True Copy, TEST:
GEORGE T. CROMWELL,
Clerk

Ju-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,502 Auditor Account.

Clyde M. Briggs

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of July, 1960. The first insertion being made the 2nd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 15232 1960 JUL -7 PM 1:35 By H. Tilghman

19

IN EQUITY LIBER 124 PAGE 240

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

CLIFFORD F. NEAL and
LILLY MAY NEAL, his wife
10 Cypress Road
Annapolis, Maryland
Defendants

Docket ..... Folio .....
Case No. 13,620 Equity
Filed .....

IN THE

Circuit Court No. 2

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

PETITION FOR FORECLOSURE

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 30th day of September A.D. 1958 the defendants executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $8,800.00 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 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 Mortgagors are presently in default under the covents of said mortgage.

And your petitioner pray sthat 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
1960 JAN 29 AM 11:15

FHA Form No. 2127-H
(Revised July 1954)

LIBER 1242 PAGE 332

LIBER 124 PAGE 241

No. 13,620 Equity

MORTGAGE

THIS MORTGAGE, Made this 30th day of September, A. D. 19 58, by and between

Clifford F. Neal and Lilly May Neal, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The American National Building and Loan Association of Baltimore City

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of Eight thousand eight hundred---------- Dollars ($ 8,800.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five&one-quarter per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of The American National Building and Loan Association of Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Forty-eight----------66/100 Dollars ($ 48.66), commencing on the first day of November, 19 58, 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 October, 19 88. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—55500-6

BEGINNING for the same and being known and designated as Lot No. 5, Block G, as shown on Plat of Sections 4 and 7 Part 1 Victor Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25 folio 42. Improvements thereon known as No. 10 Cypress Road.

BEING the same lot of ground described in a deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was granted and conveyed by Virginia Home Builders, Incorporated unto the herein mortgagors.

"Petitioner's Exhibit No. 1"

FILED
JAN 29 AM 11:15

*Delete italicized words if Mortgagee is not a Building and Loan Association.

2

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns,

FOREVER IN FEE SIMPLE.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it 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 ($1/12$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 30 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 30 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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

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

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

Witness:

Hazel E. Morgan
Hazel E. Morgan

Clifford F. Neal [SEAL]
Clifford F. Neal

Lilly May Neal [SEAL]
Lilly May Neal

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: LIBER 1242 PAGE 336

I HEREBY CERTIFY, That on this the 30th day of September, 1958, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Clifford F. Neal and Lilly May Neal, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

At the same time also personally appeared Urban J. B. Link, 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 WITNESS WHEREOF, I hereunto set my hand and official seal.

Hazel E. Morgan
Hazel E. Morgan, Notary Public.

My commission expires: 16.00

Rec'd for record Oct. 10, 1958, at 11:22 A.M.

Mailed to American Nat'l. Bldg. & Loan Asso. of Balto. City

My Commission Expires May 4, 1959

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220 and Section 221 of the National Housing Act.

STATE OF MARYLAND
Loan No. 3856

MORTGAGE

CLIFFORD F. NEAL AND LILLY MAY N'L, his wife TO THE AMERICAN N. IONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Received for Record at o'clock M., 19

Same day recorded in Liber No. Folio , etc., one of the Records of and examined per

Cost of Records, $ 16.00, Clerk.

No. Insured under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder Dated as amended

FEDERAL HOUSING COMMISSIONER

Authorized Agent.

MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
LEXINGTON & LIBERTY STREETS
BALTIMORE 1, MD.

1958 OCT 10 AM 11:22
RECORDED IN LIBER GTC
NO. 1242 FOLIO 332
CLERK

STATEMENT OF MORTGA CLAIM

LIBER 124 PAGE 245

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

CLIFFORD F. NEAL and
LILLY MAY NEAL, his wife
10 Cypress Road
Annapolis, Maryland
Defendants

IN EQUITY:

DOCKET ..... FOLIO .....
CASE NO. 13620 Equity
FILED /

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of The American National Building and Loan Association of Baltimore City, a body corporate, under the mortgage from Clifford F. N al and Lilly May Neal, his wife, to The American National Building and Loan Association of Baltimore City dated the 30th day of September, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1242 folio 332.

Principal Balance as of 8/31/59	$8,696.48
Interest to 1/31/60	228.30
	$8,924.78
Credit in Expenses Account	-75.29
Total Balance Due	$8,849.49

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY Howard I. Scaggs
Howard I. Scaggs, Asst. To Pres.

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

I HEREBY CERTIFY, That on this 25th day of January in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared Howard I. Scaggs, Assistant to the President of The American National Building and Loan Association of Baltimore City, a body corporate the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

William J. Doetzer
Notary Public
William J. Doetzer

FILED
960 JAN 29 AM 11:15

6

Militar Affidavit under Soldiers' and Sai s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 124 PAGE 246

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

CLIFFORD F. NEAL and
LILLY MAY NEAL, his wife
10 Cypress Road
Annapolis, Maryland
Defendants

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

IN EQUITY:

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

Case No. 13,620 Equity

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 Howard I. Scaggs, Assistant to the 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 the best of his (~~her~~) information, knowledge and belief

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

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

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

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

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY Howard I. Scaggs
Affiant
Howard I. Scaggs, Asst. to the President

Subscribed and sworn to before me

this 25th day of January 19 60

William J. Doetzer
Notary Public
William J. Doetzer

NOTARY PUBLIC BALTIMORE CO. MD.

FILED

960 JAN 29 AM 11:15

7

IN EQUITY

~~Decree in Circuit Court No. 2 of Baltimore City~~

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

CLIFFORD F. NEAL and
LILLY MAY NEAL, his wife
10 Cypress Road
Annapolis, Maryland
Defendants

DOCKET ..... FOLIO .....

CASE No. 13,620 Equity

FILED .....

IN THE

Circuit Court ~~No. 2~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

LIBER 124 PAGE 247

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 29th day of January in the year nineteen hundred and sixty by the Circuit Court ~~No. 2 of Baltimore City~~ of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that 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 $9,000.00 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 ~~the City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment~~ $500.00 cash 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 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 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

1960 JAN 29 PM 3:03

O. Bowie Duckett
Judge

8

Judicial 10—MARYLAND—TRUSTEE TO SELL ⊙ LIBER 10 PAGE 208

LIBER 124 PAGE 248

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

The American National Building and Loan Association of Baltimore City

versus

Clifford F. Neal and Lilly May Neal, his wife

BOND OF TRUSTEE TO SELL
Real Estate

no. 3 620 Equity

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 Nine Thousand and 00/100 - Dollars ($ 9,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 15th day of March in the year of our Lord one thousand, nine hundred and sixty.

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, Maryland has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

The American National Building and Loan Association of Baltimore City

versus

Clifford F. Neal and Lilly May Neal, his wife

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.

V. Arline Goodwin ..... J. Purdon Wright (SEAL)

V. Arline Goodwin ..... J. Purdon Wright (SEAL)

..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

Bond Approved
George T. Cromwell clerk

FILED

1960 MAR 19 AM 9:31

9

LIBER 124 PAGE 249

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate

VS.

CLIFFORD F. NEAL and LILLIAN MAE NEAL, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

J. Purdon Wright, Solicitor
345 Saint Paul Place
Baltimore 2, Maryland

Trustee's Sale

Of Desirable Fee-Simple Frame Dwelling Property

10 CYPRESS ROAD
Victor Haven, Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity, the undersigned Trustee will sell at public auction on the premises on

Tuesday, March 22, 1960 At 3 P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Anne Arundel County and described as follows:

BEGINNING for the same and being known and designated as Lot No. 5 Block G, as shown on Plat of Sections 4 and 7 Part 1 Victor Haven, which plat is recorded among the Plat. Records of Anne Arundel County in Plat Book 25, folio 42. The improvements thereon being known as No. 10 Cypress Road. IMPROVED BY 1-STORY FRAME DWELLING with forced air gas heat.

Terms Of Sale: a cash deposit of $500 will be required of the purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County in Equity; interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges and expenses, if any, to be adjusted to date of sale.

J. PURDON WRIGHT, Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto., Md.
PL. 2-4868 M-17

William A. Sapp
William A. Sapp, Asst. Secty.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 22nd day of March, 1960, sold the property, attached description herein, at and for the sum of $ 9100 to THE AMERICAN NATIONAL BUILDING & LOAN ASSOC. OF BALTO. CITY, he being at that figure the highest bidder therefor, and I furthur certify that the said sale was fairly made.

Joseph T. Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 22nd day of March, 1960, purchased the property described in the attached advertisement of sale from J. Purdon Wright, Trustee, at and for the sum of $ 9,100 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

~~PURCHASER~~
THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
BY: Urban J. B. Link
~~PURCHASER~~
Urban J. B. Link, President

FILED
1960 MAR 26 AM 10:12

REPORT OF SALE

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

CLEFFORD F. NEAL and
LILLY MAY NEAL, his wife
10 Cypress Road
Annapolis, Maryland
Defendants

DOCKET ..... FOLIO .....
CASE NO. 13,620
FILED .....

IN THE

CIRCUIT COURT ~~BALTIMORE CITY~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

LIBER 124 PAGE 250

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 10 Cypress Road

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 Capital-Gazette

a weekly ~~daily~~ newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee J. Purdon Wright did pursuant to said notice on Tuesday the 22nd day of March 19 60 at 3:00 o'clock P M. attend on the premises and then and there sold the fee simple property to The American National Building and Loan Association of Baltimore City, a body corporate, Lexington and Liberty Streets, Baltimore 1, Maryland, the mortgagee herein at and for the price of $9,100.00 it being the highest bidder at said sale.

J. Purdon Wright
J. Purdon Wright, Trustee

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

I HEREBY CERTIFY, That on this 24th day of March 1960 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.

FILED
1960 MAR 26 AM 10:12

As witness my hand and Notarial Seal,

V. Arline Goodwin
V. Arline Goodwin, *Notary Public.*

13

ORDER NISI

LIBER 124 PAGE 251

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate

versus

CLIFFORD F. NEAL and LILLY MAY NEAL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,620 Equity

Ordered, this 26th day of March, 19 60, 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 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.

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

FILED 1960 MAR 26 AM 10:12

True Copy, [signature] Clerk.

TEST: _____ Clerk.

(Final Order)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate

versus

CLIFFORD F. NEAL and LILLY MAY NEAL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 4th day of May, 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.

[signature] JUDGE.

FILED
1960 MAY -5 AM 9:36

14

J. Purdon Wright, Solicitor
345 Saint Paul Plac
Baltimore 2, Maryl.

Trustee's Sale

Of Desirable Fee-Simple Frame Dwelling Property

10 CYPRESS ROAD
Victor Haven, Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity, the undersigned Trustee will sell at public auction on the premises on

Tuesday, March 22, 1960
At 3 P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Anne Arundel County and described as follows:

BEGINNING for the same and being known and designated as Lot No. 5 Block G, as shown on Plat of Sections 4 and 7 Part 1 Victor Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 42. The improvements thereon being known as No. 10 Cypress Road. IMPROVED BY 1-STORY FRAME DWELLING with forced air gas heat.

Terms Of Sale: a cash deposit of $500 will be required of the purchaser at time and place of sale, balance in cash upon final rattfication of sale by the Circuit Court for Anne Arundel County in Equity: interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges and expenses, if any, to be adjusted to date of sale.

J. PURDON WRIGHT, Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto., Md.
PL. 2-4368 M-17

No. M. G. 13364

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 252

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1960

We hereby certify, that the annexed

Trustee's Sale
10 Cypress Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of March, 1960. The first insertion being made the 25th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR -7 AM 11:27

By H. Tilghman

15

OFFICE F

LIBER 124 PAGE 253

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,620 Clifford F. Neal was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of May, 1960. The first insertion being made the 31st day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14400 1960 MAY -4 PM 1:36 By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,620 Equity
THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate
VERSUS
CLIFFORD F. NEAL and LILLY MAY NEAL, his wife

Ordered: this 26th day of March, 1960. 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 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.

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

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
A-21

LIBER 124 PAGE 254

In the Case of

The American National Building and Loan Association of Baltimore City, a body corporate

vs.

Clifford F. Neal and Lilly May Neal, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,620 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

May 25, 1960

FILED

1960 MAY 27 PM 4:01

17

Dr. The American National Building and Loan Association of Baltimore in ac. City, a body corporate vs. Clifford F. Neal and Lilly May Neal, his wife

To Trustee for Fee, viz:	75	00		
To Trustee for Commissions, viz:	303	00	378	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 three copies	22	50	60	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	49	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
U.S. Fidelity & Guaranty Co.-bond premium	36	00		
Alex Cooper - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	22		
One-half State documentary stamps	10	45		
V. Arline Goodwin - notary fee		50		
William J. Doetzer - notary fees	1	00	154	17
To Trustee for Taxes, viz:				
1960 State and County taxes - 2 months 22 days	21	32	21	32
To Trustee for Benefit Charges, viz:				
Metered water due 3/10/60	10	02		
Metered water from 3/10/60 to 3/22/60	1	32	11	34
To The American National Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	8,493	32	8,493	32
			9,118	65
Amount of mortgage claim filed	8,849	49		
Interest on principal balance of $8,696.48 from 1/31/60 to 3/22/60 - 51 days - @ 5¼%	61	68		
	8,911	17		
Cr. Amount allowed above	8,493	32		
Balance subject to decree in personam	417	85		

14

with J. Purdon Wright, Trustee Cr.

1960				
Mar.	22	Proceeds of Sale	9,100 00	9,100 00
		Refund 1960 Annapolis City taxes adjusted - 3/22/60 - 7/1/60	18 65	18 65
				9,118 65

ORDER NISI LIBER 124 PAGE 257

The American National Building and Loan Association of Baltimore City, a body corporate

VERSUS

Clifford F. Neal

and

Lilly May Neal, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,620 Equity

FILED 1960 MAY 27 PM 4:01

ORDERED, This 27th 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 5th day of ~~xxxx~~ 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 5th day of ~~xxxx~~ July next.

George F. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of July, 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 JUL 8 AM 10:53

William L. Evans

20

O CE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 258

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,620 Equity
THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate
VERSUS
CLIFFORD F. NEAL and LILLY MAY NEAL, his wife

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

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1960

We hereby certify, that the annexed

Order Nisi - Eq. 13,620
Auditor Account.

Clifford F. Neal

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of July, 1960. The first insertion being made the 2nd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 15247 1960 JUL -7 PM 1:35 By A. Tilghman

21

LIBER 124 PAGE 259

RIVERHEAD SAVINGS BANK

Vs.

HAROLD EUGENE HOOD and

TERESA M. HOOD, his wife

Docket _____ Folio _____

Case No. 13,669 Equity

Filed _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL [redacted] COUNTY, IN EQUITY.

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 9th day of March, A.D. 1956, the defendants executed and delivered to BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION a mortgage upon certain leasehold property in Anne Arundel [redacted] County, therein described, to secure the payment of the mortgage debt of $12,190.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said Mortgage was duly assigned to the Plaintiff and is now in default, due to the failure of the Defendants to make the monthly payments provided for therein.

And your petitioner pray s 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.

Niles, Barton, Yost & Dankmeyer

Niles, Barton, Yost & Dankmeyer
301 North Charles Street
Baltimore-1, Maryland
Attorney s for Plaintiff

FILED
1960 FEB 25 AM 11:19

245-12116

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

LIBER 124 PAGE 260
LIBER 1009 PAGE 4

MARYLAND

MORTGAGE

No. 13,639 Equity

THIS MORTGAGE, made this 9th day of March, A. D. 19 56 by and between HAROLD EUGENE HOOD AND TERESA M. HOOD, 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 TWELVE THOUSAND ONE HUNDRED NINETY AND 00/100ths Dollars ($ 12,190.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY-ONE AND 77/100ths Dollars ($ 61.77), commencing on the first day of May, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ March 8, 1986, ~~19~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 29, in Block E, as shown on the Plat entitled Country Club Estates, Section 1, and recorded among the Land Records of Anne Arundel County in Plat Folder No. 26, Folio 23. The improvements whereon are known as No. 109 Whip Lane.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Julius Corporation, unto the within named Mortgagors.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the foregoing mortgage and the debt thereby secured without recourse to RIVERHEAD SAVINGS BANK, a corporation organized under the banking laws of the State of New York, having its principal office and place of business at 7 West Main Street, Riverhead, New York, this 19th day of June, 19 56.
AS WITNESS: the signature of the said body corporate by the hand of Joseph M. Hisley, its Vice President, and its corporate seal hereto affixed.

ATTEST: BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Joseph H. Schneider, Secretary — BY: Joseph M. Hisley, Vice President

FILED
1960 FEB 25 AM 11:20

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

PETITIONER'S EXHIBIT No. "1"

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 a part of the realty, and in conjunction with the security for the indebtedness herein mentioned:~~

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars payable half yearly on the 22nd days of February & August, 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:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Harold Eugene Hood [SEAL]
Harold Eugene Hood

[SEAL]

Teresa M. Hood [SEAL]
Teresa M. Hood

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1009 PAGE 8

I HEREBY CERTIFY, That on this 9th day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Harold Eugene Hood and Teresa M. Hood, his wife., the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public

Rec'd for record Mar. 15 1956, at 1:40 p.M.
Mailed to The Colonial Title Guarantee Co

on No. 40669
by JM
by Examiner
r Record

5M—8-20-52. OP O.P.

SHORT ASSIGNMENT
OF MORTGAGE

FROM

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

TO

RIVERHEAD SAVINGS BANK, A CORPORATION OF NEW YORK

Received for Record ... day of ... 195 ... at ... o'clock ... M. and recorded in Liber ... Folio ... etc., one of the Records of Baltimore County, and examined.

Per ...

THE COLONIAL TITLE GUARANTEE COMPANY
Baltimore 2, Maryland

LIBER 124 PAGE 264

RIVERHEAD SAVINGS BANK	:	IN THE CIRCUIT COURT
	:	FOR
-vs-	:	ANNE ARUNDEL COUNTY
HAROLD EUGENE HOOD and	:	IN EQUITY
TERESA M. HOOD, his wife	:	

No. 13,559 Equity

****

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 Baltimore County, personally appeared WILLIAM MURRAY WHITE, Assistant Secretary of WEAVER BROS., INC., Agent for RIVERHEAD SAVINGS BANK, the Plaintiff in the above entitled cause, and made oath, in due form of law, that, to the best of his knowledge, information and belief, the Defendant, HAROLD EUGENE HOOD, was a member of the United States Army at the time, to-wit, March 9th, 1956, he and Teresa M. Hood, his wife, executed the Mortgage filed in these proceedings as "Petitioner's Exhibit No. 1", said Mortgage covering the leasehold property known as No. 109 Whip Lane, Glen Burnie, Anne Arundel County, Maryland.

William Murray White
William Murray White
Affiant

SUBSCRIBED AND SWORN TO, before me, this 11 day of February, 1960.

Fritzi Paglia
Fritzi Paglia
Notary Public as aforesaid

FILED
1960 FEB 25 AM 11:20

6

UM—5-59.

RIVERHEAD SAVINGS BANK

VS.

HAROLD EUGENE HOOD and

TERESA M. HOOD, his wife

LIBER 124 PAGE 265

IN THE

Circuit Court for ~~Baltimore~~ ANNE ARUNDEL County

IN EQUITY.

No. 13,669 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of RIVERHEAD SAVINGS BANK

under the mortgage from HAROLD EUGENE HOOD and TERESA M. HOOD, his wife,

to BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

dated the 9th day of March, 1956, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1009, Folio 4.

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE.....$12,190.00

PAID ON ACCOUNT..... 691.60

BALANCE DUE ON PRINCIPAL.....$11,498.40

WITH INTEREST at 4½% from

August 1, 1959.

SUBJECT TO a credit in the Escrow 74.42

Account of $

WEAVER BROS., INC.,

By: Wm Murray White

Wm. Murray White, Ass't. Sec'y.

AGENT FOR ~~RIVERHEAD SAVINGS~~ BANK

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

I HEREBY CERTIFY, that on this 23rd day of FEBRUARY, in the year nineteen hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore, personally appeared WM. MURRAY WHITE, Assistant Secretary of WEAVER BROS., INC., Agent for RIVERHEAD SAVINGS BANK,

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.

Fritzi Paglia

Fritzi Paglia
Notary Public

FILED

1960 FEB 25 AM 11:20

7

DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 124 PAGE 266

RIVERHEAD SAVINGS BANK	IN THE
	CIRCUIT COURT
vs.	FOR ANNE ARUNDEL COUNTY
HAROLD EUGENE HOOD and	IN EQUITY
TERESA M. HOOD, his wife	No. 13,669 TERM, 1960.

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 1st day of March, in the year nineteen hundred and sixty, for Anne Arundel County, in Equity, by the Circuit Court 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 GEORGE R. COLEBURN 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 TWELVE THOUSAND Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which 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 Mortgagors and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew Evans
Judge

FILED

1960 MAR -1 PM 3:28

8

LIBER 10 PAGE 212

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 124 PAGE 267

KNOW ALL MEN BY THESE PRESENTS:

That we, George R. Coleburn, Room 800, 301 N. Charles St., Balto. 1

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 TWELVE THOUSAND AND 00/100 ($12,000.00) - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of March in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden George R. Coleburn 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 Riverhead Savings Bank

vs:

Harold Eugene Hood and Teresa M. Hood

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden George R. Coleburn

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:

Carrie Kahl
CARRIE KAHL

George R. Coleburn (SEAL)
George R. Coleburn

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. Anthony
D. Anthony As to Surety

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

Bond approved this [illegible] day of March 1960
George T. Cromwell, Clerk

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

FILED
1960 MAR 23 AM 9:18

9

REPORT OF SALE

RIVERHEAD SAVINGS BANK

VS.

HAROLD EUGENE HOOD and

TERESA M. HOOD, his wife

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY

[redacted]

No. 13,669 - IN EQUITY

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

The Report of Sale of GEORGE R. COLEBURN, Trustee appointed by the decree in the above entitled cause to make sale of leasehold property known as No. 109 Whip Lane, Glen Burnie, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows, that [redacted] 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 "CAPITAL-GAZETTE PRESS", a weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did, pursuant to said notice, on Thursday, the 31st day of March, 1960, at 2:30 o'clock, P. M., attend on the premises and then and there sold said leasehold property, No. 109 Whip Lane, Glen Burnie, Anne Arundel County, Maryland, subject to an annual ground rent of One Hundred and Twenty Dollars ($120.00) unto RIVERHEAD SAVINGS BANK at and for the sum of Ten Thousand Dollars ($10,000.00), it being the highest bidder therefor, in accordance with the terms and conditions of the advertisement hereunto annexed.

George R. Coleburn

George R. Coleburn - Trustee.

NILES, BARTON, YOST & DANKMEYER
800 Meyerhoff Building
Baltimore 1, Maryland

Trustee's Sale

OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY

NO. 109 WHIP LANE
GLEN BURNIE, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity dated the 1st day of March, 1960, the undersigned Trustee named therein will offer for sale on the premises on

Thurs., March 31, 1960 at 2:30 P. M.

ALL THAT LOT OF GROUND situate in Anne Arundel County, Maryland, described as follows:,

BEING KNOWN AND DESIGNATED as Lot No. 29, in Block E as shown on the plat entitled "Country Club Estates," Section 1 and recorded among the Land Records of Anne Arundel County in Plat Folder 26, Folio 23; the improvements thereon being known as 109 Whip Lane, which property is subject to an annual ground rent of $120.00 and improved by a two story brick dwelling.

TERMS OF SALE: Cash deposit of $500.00 will be required of the purchaser at the time of sale. Balance of purchase money in cash upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from date of sale to date of final settlement at 6% 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.

GEORGE R. COLEBURN,
Trustee

E. T. NEWELL, & COMPANY,

State of Maryland, CITY of Baltimore, Sct. LIBER 124 PAGE 269

I Hereby Certify, that on this 31st day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared GEORGE R. COLEBURN, 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 APR -1 AM 10:04

CARRIE KAHL NOTARY PUBLIC BALTIMORE CO., MD

Carrie Kahl

Carrie Kahl - Notary Public

10

ORDER NISI

RIVERHEAD SAVINGS BANK

versus

HAROLD EUGENE HOOD and

TERESA M. HOOD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,669 Equity

Ordered, this 1st day of April, 1960, That the sale of the Property in these proceedings mentioned, made and reported by George R. Coleburn, Trustee

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.

The report states that the amount of sale was $ 10,000.00

FILED 1960 APR. 1 AM 10:04

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

RIVERHEAD SAVINGS BANK

versus

HAROLD EUGENE HOOD and

THERESA M. HOOD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of May, 1963 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.

W. Boyce Duckett

JUDGE.

FILED 1960 MAY 11 PM 3:05

11

NILES, BARTON, YOST & DANKMEYER
800 Meyerhoff Building
Baltimore 1, Maryland

Trustee's Sale

OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY

NO. 109 WHIP LANE
GLEN BURNIE, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity dated the 1st day of March, 1960, the undersigned Trustee named therein will offer for sale on the premises on

Thurs., March 31, 1960 at 2:30 P. M.

ALL THAT LOT OF GROUND situate in Anne Arundel County, Maryland described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 29, in Block E as shown on the plot entitled "Country Club Estates," Section 1 and recorded among the Land Records of Anne Arundel County in Plat Folder 26, Folio 23; the improvements thereon being known as 109 Whip Lane, which property is subject to an annual ground rent of $120.00 and improved by a two story brick dwelling.

TERMS OF SALE: Cash deposit of $500.00 will be required of the purchaser at the time of sale. Balance of purchase money in cash upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from dae of sale to date of final settlement at 6% 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.

GEORGE R. COLEBURN,
Trustee

E. T. NEWELL, & COMPANY, INC., Auctioneer. M-24

No. M. G. _____

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 270

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1960

We hereby certify, that the annexed

Trustee's Sale
No. 109 Whip Lane

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 March, 1960. The first insertion being made the 3rd day of March, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED By A. Tilghman

1960 APR -7 AM 11:27

12

LIBER 124 PAGE 271

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,669 Equity
RIVERHEAD SAVINGS BANK
versus
HAROLD EUGENE HOOD and TERESA M. HOOD, his wife

Ordered, this 1st day of April, 1960, That the sale of the Property in these proceedings mentioned, made and reported by George R. Colcburn, Trustee 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.

The report states that the amount of sale was $10,000.00.

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 Sale
Eq. 13669

Harold Eugene Hood

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 May, 1960. The first insertion being made the 7th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. ---------- 1960 MAY -4 PM 1:41 By H. Tilghman

13

In the Case of

Riverhead Savings Bank

vs.

Harold Eugene Hood

and

Teresa M. Hood, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,669 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 16, 1960

FILED

1960 MAY 18 PM 12:41

Dr. Riverhead Savings Bank vs. Harold Eugene Hood and Teresa M. Hood, his wife — in ac.

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	330	00	380	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 three copies	22	50	60	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md.-bond premium	48	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		
Carrie Kahl - notary fee		50		
Fritzi Paglie - notary fees	1	00	178	76
To Trustee for Ground Rent, viz: Semi-annual ground rent ($60.00) due 8/22/60 - 1 month 9 days	13	00	13	00
To Riverhead Savings Bank, Assignee of the mortgage filed in these proceedings, this balance on account mortgage claim	9,525	00	9,525	00
			10,157	26
Amount of mortgage claim filed	11,498	40		
Interest thereon @ 4½% from 8/1/59 to 3/31/60 - 8 months	344	95		
	11,843	35		
Cr. Balance in Escrow Account	74	42		
	11,768	93		
Cr. Amount allowed above	9,525	00		
Balance subject to decree in personam	2,243	93		

15

with George R. Coleburn, Trustee Cr.

1960						
Mar.	31	Proceeds of Sale	10,000	00	10,000	00
		Refund 1960 State and County taxes ($209.67) - adjusted to 3/31/60 - 9 months	157	26	157	26
					10,157	26

16

ORDER NISI

LIBER 124 PAGE 275

Riverhead Savings Bank

VERSUS

Harold Eugene Hood

and

Teresa M. Hood, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,669 Equity.

ORDERED, This 18th 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 be shown on or before the 27th 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 27th day of June next.

1960 MAY 18 PM 12:41 FILED

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of July, 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 JUL 8 AM 10:53

William L. Evans

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 276

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,669 Auditor Account. Harold Eugene Hood

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of June, 1960. The first insertion being made the 26th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 15209 1960 JUL -7 PM 1:36 By H. Tilghman

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,669 Equity

Riverhead Savings Bank

versus

HAROLD EUGENE HOOD and TERESA M. HOOD, his wife

Ordered, this 18th 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 27th 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 27th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-9

LIBER 124 PAGE 271

EX PARTE		IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
THE ESTATE OF EDWARD E. DRAVO,	:	
DECEASED	:	ANNE ARUNDEL COUNTY
	:	NO. 13,864 EQUITY

Mr. Clerk:

Please docket the above entitled case for purposes of record and record the exemplified copy of the petition, decree and bond attached hereto.

McWilliams and Melvin

by Ridgely P. Melvin Jr.
Ridgely P. Melvin, Jr.
Attorneys for the Trust Estate
of Edward E. Dravo, Deceased

FILED

1960 JUL -8 PM 2:48

IN THE ORPHANS' COURT OF DELAWARE COUNTY, PENNA.

IN RE: NO. 42

ESTATE OF EDWARD E. DRAVO, JUNE TERM, 1934

DECEASED

PETITION FOR APPOINTMENT
OF SUCCESSOR CO-TRUSTEE.

TO THE HONORABLE, THE PRESIDENT AND SOLE JUDGE OF THE ABOVE COURT:

The petition of CHARLES A. DRAVO, respectfully represents:

1. Edward E. Dravo died July 30, 1932, leaving a Will which was duly probated by the Register of Wills of Delaware County, Pennsylvania, on August 31, 1932. A copy of the aforesaid Will is hereto attached, made a part hereof, and marked "Exhibit A".

2. The trust involved in this estate arises under Item Third of the said Will. By the provisions of the Will your Petitioner, Charles A. Dravo, son of the decedent and the Real Estate Trust Company of Philadelphia were appointed Trustees. The said Real Estate Trust Company and the Liberty Title and Trust Company merged under the name of Liberty Real Estate Bank and Trust Company and as such succeeded as co-trustee to the trust.

3. By the provisions of said Item Third of the Will, Trustees were bequeathed and devised the residue of the estate to:

(a) Pay one-half of the net income to son, Charles A. Dravo, for his life, and upon his death, the said one-half share is bequeathed to daughter-in-law, Cornelia J. Dravo, or at her remarriage, the said one-half share to be divided equally between their sons, Charles A. Dravo, Jr. and Edward J. Dravo, if living, or their issue.

(b) Pay the other one-half of the net income to daughter, Regina D. Calve, for her life, and upon her death, the said one-half share is bequeathed to son-in-law, Dr. Jacques Calve, husband of said Regina D. Calve, for his natural life

FILED
1960 JUL -8 PM 2:48

2

LIBER 124 PAGE 279

Charter No. 3728 Reserve District No. 12

REPORT OF CONDITION OF
FIRST NATIONAL BANK OF ARIZONA, PHOENIX
in the State of Arizona, at the close of business on December 31, 1956
Published in Response to Call Made by Comptroller of the Currency,
Under Section 5211, U.S. Revised Statutes

ASSETS

Cash, balances with other banks, including reserve balance, and cash items in process of collection	$ 52,898,251.19
United States Government obligations, direct and guaranteed	39,374,696.77
Obligations of States and political subdivisions	12,117,307.62
Other bonds, notes, and debentures	1,040,688.28
Corporate stocks (including $471,900.00 stock of Federal Reserve bank)	471,900.00
Loans and discounts (including $153,645.16 overdrafts)	112,445,942.86
Bank premises owned $2,311,959.97, furniture and fixtures $1,583,047.93	3,895,007.90
(Bank premises owned are subject to $ None liens not assumed by bank)	
Real estate owned other than bank premises	54,647.62
Investments and other assets indirectly representing bank premises or other real estate	4,784,625.00
Other assets	2,344,562.45
TOTAL ASSETS	$229,407,649.49

LIABILITIES

Demand deposits of individuals, partnerships, and corporations	127,531,992.47
Time deposits of individuals, partnerships, and corporations	46,766,989.60
Deposits of United States Government (including postal savings)	4,701,019.25
Deposits of States and political subdivisions	22,672,930.95
Deposits of banks	1,602,928.43
Other deposits (certified and cashier's checks, etc.)	4,577,118.27
TOTAL DEPOSITS $207,852,969.17	
Other liabilities	3,374,793.28
TOTAL LIABILITIES	$211,227,162.45

CAPITAL ACCOUNTS

Capital Stock:	
(c) Common stock, total par $8,430,000.00	8,430,000.00
Surplus	7,300,000.00
Undivided profits	2,450,487.04
TOTAL CAPITAL ACCOUNTS	$ 18,180,487.04
TOTAL LIABILITIES AND CAPITAL ACCOUNTS	$229,407,649.49

MEMORANDA

Assets pledged or assigned to secure liabilities and for other purposes	$ 37,332,007.59

I, M. E. McMillen, President of the above-named bank, do solemnly swear that the above statement is true to the best of my knowledge and belief.

/s/ M. E. McMILLEN

Correct—Attest:
/s/ JOHN H. PAGE
/s/ W. K. HUMBERT
/s/ J. H. BRAHM
Directors

State of Arizona, County of Maricopa, ss:
Sworn to and subscribed before me this 11th day of January, 1957, and I hereby certify that I am not an officer or director of this bank.
(Notarial Seal) /s/ GLADYS M. WEBER, Notary Public.
My commission expires Dec. 18, 1958.
Published Jan. 15, 1957

AFFIDAVIT OF PUBLICATION

Number.....

ARIZONA Weekly GAZETTE
Dependable And Accurate For Over A Half-Century

STATE OF ARIZONA
COUNTY OF MARICOPA } ss.

HENRY R. KIEL, being first duly sworn, upon oath deposes and says: That he is the publisher of the

ARIZONA WEEKLY GAZETTE

a newspaper of general circulation in the County of Maricopa, State of Arizona, published at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement as published weekly in the Arizona Weekly Gazette on the following dates:

January 15, 1957

Henry R. Kiel

Subscribed and sworn to before me this 11th

day of March A.D. 19 57

Charles A. Caldwell
Notary Public

My Commission Expires Apr. 5, 1960

I hereby certify that the above and foregoing Statement of Condition is true and correct.

Frank R. Amon
FRANK R. AMON, Vice President and Comptroller
First National Bank of Arizona, Phoenix

or until he shall remarry. Upon the death of Regina D. Calve and Dr. Jacques Calve, or at his remarriage, Trustee shall pay one-third of the said one-half share (being 1/6th of the residuary estate) under the provisions of sub-division (A) above and the remainder of the said one-half share(being 2/6ths of the residuary estate) shall be paid over to grandson, Harry A. Woodruff, son of Regina D. Calve, if living, or his issue.

(c) The Trust shall terminate when all of the following events have occured, to wit: (1) the death of Charles A. Dravo; (2) the death or remarriage of Cornelia J. Dravo; (3) the death of Regina D. Calve and (4) the death or remarriage of Dr. Jacques Calve.

(d) The principal is to be paid over equally per stirpes to grandsons, Charles A. Dravo, Edward J. Dravo and Harry A. Woodruff, if living, or the issue then living.

4. The daughter-in-law of this decedent, Cornelia J. Dravo, died in 1949; Dr. Jacques Calve died March 10, 1954; and Harry A. Woodruff, grandson of the decedent and son of Regina D. Calve, died in 1954 survived by one child, a daughter, Mrs. Edith Woodruff Kunhardt.

5. Your petitioner resides in Annapolis, Maryland, but spends a good deal of his time in Phoenix, Arizona. A substantial part of the corpus of this trust estate is represented by real estate situate in the States of Arizona and Maryland, a more particular description of which is attached hereto, made a part hereof, and marked "Exhibit B".

6. Your Petitioner would find it more convenient and desirable to have the trust administered by a bank in Arizona and on that account has asked the Liberty Real Estate Bank and Trust Company to retire as co-trustee. It has agreed and has filed or has agreed

4

to file its Resignation, subject to the approval of the Court.

WHEREFORE, your Petitioner prays the Court to appoint the First National Bank of Arizona, as successor corporate co-trustee of the trust under the Will of Edward E. Dravo.

And your Petitioner will ever pray, etc.

Charles A. Dravo
Charles A. Dravo

STATE OF ARIZONA
ss
COUNTY OF MARICAPA

CHARLES A. DRAVO, being duly sworn according to law, deposes and says that he is the Petitioner set forth in the within Petition and that the facts set forth therein are true and correct to the best of his knowledge, information and belief.

Charles A. Dravo
Charles A. Dravo

Sworn to and subscribed
before me this 1st
day of May 1957
Sue Decovich (SEAL)
NOTARY PUBLIC
MY COMM. EXP. My Commission Expires Sep. 11, 1957

5

I, EDWARD E. DRAVO, Colonel in the United States Army, Retired, residing in Swarthmore, Delaware County, Pennsylvania, do hereby make and publish this my last Will and Testament, hereby revoking all Wills by me at any time heretofore made.

FIRST: I direct my Executors hereinafter named, to pay all my just debts and funeral expenses as soon after my decease as can conveniently be done.

SECOND: Before setting aside my residuary estate as provided in the Third Paragraph, I first give and devise to my daughter, REGINA D. CALVE, now living in Paris, France, wife of Dr. Jacques Calve, absolutely and in fee simple, my property in the Salt River Valley, Arizona, known as the East half of S.E.1/4 E.E.D. Section 8, T. 1 N. R. 2 E., Gila and Salt River base and Meridian, (excepting a strip fifty feet wide across the Northern end thereof deeded to the present Southern Pacific Railroad Company).

THIRD: All the rest, residue and remainder of my estate, real and personal, I give, devise and bequeath, absolutely and in fee simple, unto my Trustees hereinafter named, IN TRUST, nevertheless, to invest and keep the same invested and to pay over the net income therefrom, at least quarterly, and to transfer and pay over the principal thereof, in the following manner:

(A) My Trustees shall pay over one-half of the net income from my residuary estate to my son, CHARLES A. DRAVO, now a Lieutenant Colonel in the United States Army, for and during the term of his natural life, and upon his death my Trustees shall pay over the said one-half share of income to CORNELIA J. DRAVO the wife of my said son, for and during the term of her natural life; provided, however, in the event that she remarries, no income shall thereafter be paid to her. Upon the death of my said son,

6

CHARLES A. DRAVO, and the death or remarriage of his wife, CORNELIA J. DRAVO, my Trustees shall, until the termination of this trust as hereinafter provided, on each date set for distribution of income, divide the said one-half share of income from my residuary estate equally between my grandsons, CHARLES A. DRAVO, JR. and EDWARD J. DRAVO; provided, however, should either of my said grandsons be deceased on any date set for distribution of income, leaving issue then living, the share of income represented by him shall be paid over to his issue living on such date, per stirpes; and provided further, should either of my said grandsons be deceased on any date set for distribution of income without leaving issue then living, all of the one-half share of income from my residuary estate shall be paid over to the other of my said grandsons, or to his issue, in the manner hereinabove provided. In the event that at any time prior to the termination of this trust there shall be no person entitled to receive the income payable under the provisions of this Clause (A), thereafter all of the income from my residuary estate shall be distributed under the provisions of Clause (B).

(B) My Trustees shall pay over the other one-half of the net income from my residuary estate to my daughter, REGINA D. CALVE, for and during the term of her natural life, and upon her death my Trustees shall pay over the said one-half share of income to DR. JACQUES CALVE, the husband of my said daughter for and during the term of his natural life; provided, however, in the event that he remarries no income shall thereafter be paid to him. Upon the death of my said daughter, REGINA D. CALVE, and the death or remarriage of her husband, DR. JACQUES CALVE, my

Trustees shall, until the termination of this trust as hereinafter provided, on each date set for distribution of income, pay over one-third (1/3) of the said one-half share of income (being one-sixth (1/6) of the income from my residuary estate), under the provisions of Clause (A), and the remainder of the said one-half share of income (being two-sixths (2/6) of the income from my residuary estate) shall be paid over to my grandson, HARRY A. WOODRUFF; provided, however, should my said grandson be deceased on any date set for distribution of income, leaving issue then living, the share of income represented by him shall be paid over to his issue living on such date, per stirpes. In the event that at any time prior to the termination of this trust there shall be no person entitled to receive the income payable under the provisions of this Clause (B), thereafter all of the income from my residuary estate shall be distributed under the provisions of Clause (A).

(C) This trust shall terminate when all of the following events have occurred, to wit: (1) the death of my son, CHARLES A. DRAVO; (2) the death or remarriage of CORNELIA J. DRAVO; (3) the death of my daughter, REGINA D. CALVE: and (4) the death or remarriage of DR. JACQUES CALVE, when my Trustees shall transfer and pay over the principal of this trust equally among such of my grandsons, CHARLES A. DRAVO, JR., EDWARD J. DRAVO, and HARRY A. WOODRUFF, as are then living, ~~and~~ or the issue then living of any grandson of mine then deceased, such issue taking, per stirpes, the share such deceased grandson would have taken if living, provided, however, should any of my said grandsons who may be living at the termination of this trust be under the age of thirty years, my Trustees shall continue to hold the share of principal represented by such grandson, IN TRUST, to pay over the net income therefrom to such grandson until he attains the age of thirty years, when his share of principal shall be transferred and paid over to him absolutely. E.E.D

FOURTH: If any minor/grandchild becomes entitled in distribution E.E.D to a share of the principal of my estate, I direct that his or

9

her share shall be retained by my Trustees, IN TRUST, to keep the same invested and to use and apply the income arising therefrom, or so much thereof as may, in the sole judgment of my Trustees, be necessary for the maintenance, education and support of said minor until majority is attained, when ~~the principal of his or her share together with~~ the accumulated income, if any, shall be transferred and paid over direct, freed and discharged from all trusts; provided, however, any distribution of principal which may become payable to any grandson of mine shall be held IN TRUST until he attains the age of thirty, as provided in Paragraph Third, Clause (C) of this Will. If any minor becomes entitled to a share of the income of my estate I direct my Trustees to use and apply such income for the maintenance, education and support of such minor without the intervention of a guardian.

E.E.D. E.E.D.

FIFTH: Whatever estate, succession, transfer or inheritance taxes are chargeable upon, or assessable against, my estate or any of the legacies and devises, or against any of the life estates or other interests in income, passing under this Will or any Codicil hereto, I direct shall be paid out of the ~~principal~~ income of my residuary estate, and, if in the judgment of my Executors, it is wise so to do, I authorize and empower them to pay one flat tax without distinction between life estates and other interests in income and remainder interests.

E.E.D.

SIXTH: I order and direct and make it a condition of each and every gift under this my Will, whether of principal or of income, that the interest of any beneficiary shall not be sujbect to his or her debts, contracts or engagements, nor subject to assignment or anticipation, nor liable to attachment, sequestration or other writ of execution whatsoever.

SEVENTH; For the purpose of paying my debts, settling my

9

estate, carrying out the provisions of this my Will, or for any other prupose by them deemed wise, I authorize and empower my Ex-executors and Trustees hereinafter named, to sell any or all of my estate, real or personal, at either public or private sale, at such times, for such prices, and upon such terms and conditions as to them shall seem wise, and to make, execute and deliver to the purchaser or purchasers thereof good and sufficient deeds and assurances in the law therefor, without liability on the part of such purchaser or purchasers to see to the application of the purchase money, and I direct that there shall be no limit of time within which this power of sale may be exercised. I also authorize and empower my Executors and Trustees to repair, alter, improve, develop, mortgage, square, exchange or join in the partition of any real estate which may at any time form part of my estate, and to lease the same upon such terms and for such period of time as they may deem wise.

I expressly authorize and empower my Executors and Trustees to retain any stocks, bonds or other investments in which my estate may be invested at the time of my death; and in making new investments, I authorize and empower my Executors and Trustees to invest in such stocks, bonds or other investments as to them shall seem safe and proper, not limiting them to what are commonly called "legal" investments. With respect to any ~~stocks, bonds or other~~ investments that may at any time form a part of my estate, I expressly authorize my Executors and Trustees to enter into any plan or agreement of lease, mortgage, consolidation, exchange or reorganization which they may deem advisable, and I hereby vest in my Executors and Trustees full powers and authorities necessary to carry into effect any such plan or agreement.

E.E.D.

E.E.D.

I authorize and empower my Executors and Trustees in making distribution of my estate to make distribution in kind.

I also authorize my Executors and Trustees to purchase investments at a premium / should they deem it advantageous and to charge the premium against either principal or income, or partly against principal and partly against income, as they may deem best. E.E.D

LASTLY, I constitute and appoint my son, CHARLES A. DRAVO, and THE REAL ESTATE TRUST COMPANY OF PHILADELPHIA to be the Executors of and Trustees under this my Will.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this twelveth day of June, in the year of our Lord one thousand nine hundred and thirty-one (1931).

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testator, EDWARD E. DRAVO, as and for his last Will and Testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses:)	Edw. E. Dravo (SEAL)

Charles L. Turbett
2705 W. Somerset St.,
Phila. Pa.

T. A. Bracken, Jr.
4923 N. Rosehill St.
Phila., Pa.

Ruth Rosenbleeth
5924 Larchwood Ave.

(1) West half (W 1/2) of the Southeast quarter (SE 1/4) of Section 8 Township 1 North, Range 2, East of the Gila and Salt River Base and Meridan, Maricopa County, Arizona, being a stock farm operated by the two life tenants.

(2) Mining Claim in the Catherine Cave Creek District in Section 5 Township 6 North, Range 5, East Gila and Salt River Base and Meridan, Maricopa County, Arizona.

(3) Premises: 426 W. Madison Street, Phoenix, Arizona.

"Lots Six (6) and Eight (8) of Block Sixty-Eight (68) in the original Townsite of Phoenix, Arizona, according to the plat thereof of record in the office of the County Recorder of Maricopa County, Arizona.

(4) Tract of land located, Second Election District of Anne Arundel County, near Aberdeen Creek, Maryland, containing approximately 23.78 acres, (being the residue of 67.2 acres originally in this Estate, upon which is a home erected by Petitioner, one of the life tenants, where he resides.

"EXHIBIT B"

1✓

ACCEPTANCE OF TRUST

The undersigned hereby agrees to accept the trust described in the foregoing Petition in the event it should be appointed by the Orphans' Court of Delaware County, Pennsylvania.

FIRST NATIONAL BANK OF ARIZONA, PHOENIX

BY: Robert F. Dewey
Robert F. Dewey

SENIOR TRUST OFFICER

IN THE ORPHANS' COURT OF DELAWARE COUNTY,
PENNSYLVANIA

IN RE: ESTATE OF
EDWARD E. DRAVO
DECEASED

NO. 42
JUNE TERM,
1934

RESIGNATION

LIBERTY REAL ESTATE BANK AND TRUST COMPANY, corporate co-trustee, hereby resigns, subject to the approval of your Honorable Court.

LIBERTY REAL ESTATE BANK AND TRUST COMPANY

By: T. A. Bracken, Jr.
Vice-President and Trust Officer

IN THE ORPHANS' COURT OF DELAWARE COUNTY, PENNSYLVANIA.

IN RE: ESTATE OF EDWARD E. DRAVO NO. 42

DECEASED JUNE TERM, 1934

DECREE

AND NOW, to wit, this 22nd day of ~~June~~ July A.D. 1957, upon consideration of the within Petition, it is ordered and decreed that:

1. The Liberty Real Estate Bank and Trust Company, which has resigned, is discharged as Co-trustee upon the filing of satisfactions of award following the adjudication of the First Account of Liberty Real Estate Bank and Trust Company, Successor by merger to the Real Estate Trust Company of Philadelphia and Charles A. Dravo, Trustees under the Will of Edward E. Dravo, Deceased, and

2. The First National Bank of Arizona is appointed as Successor Corporate Co-trustee of the trust under the Will of Edward E. Dravo, Deceased, upon the filing and approval of its own bond in the amount of Ninety Thousand Dollars ($90,000.).

BY THE COURT:

Edward Leroy van Roden
P.J.

15

IN THE ORPHANS' COURT OF DELAWARE COUNTY,
PENNSYLVANIA.

In Re: Estate of	:	No. 42
EDWARD E. DRAVO,	:	
Deceased.	:	June, 1934

ORDER

AND NOW, to wit, September 23, 1957 the foregoing Bond of the First National Bank of Arizona is hereby approved.

BY THE COURT:

Edward Leroy van Roden
P. J.

KNOW ALL MEN BY THESE PRESENTS:

That the FIRST NATIONAL BANK OF ARIZONA, PHOENIX, a national Banking association, duly chartered under the laws of the United States of America, and doing business, and having its principal office, in the City of Phoenix, Arizona, in the County of Maricopa, is held and firmly bound unto the said Commonwealth of Pennsylvania, in the sum of Ninety Thousand Dollars ($90,000.00) lawful money of the United States of America, to be paid to the said Commonwealth, to which payment well and truly to be made the said Association doth hereby bind itself and its successors fimly by these presents. Sealed with the corporate seal of said Association, duly attested, and dated the seventeenth day of September in the year of our Lord one thousand nine hundred and fifty-seven (1957).

WHEREAS, at an Orphans' Court held at Media, in and for the said County of Delaware, the twenty-second day of July, 1957, before the Honorable Edward Leroy van Roden, President Judge of the said Court, the above bounden, FIRST NATIONAL BANK OF ARIZONA, PHOENIX, was appointed Substituted Co-trustee in the trust under the Will of Edward E. Dravo, Deceased (no. 42, June Term, 1934).
as in the decree more particularly specified, upon giving security in the above mentioned sum.

Now the Condition of this Obligation is such that if the above bounden FIRST NATIONAL BANK OF ARIZONA, PHOENIX, shall faithfully execute the said trust and make proper application of all moneys received, according to the trust, any decree of the Court, then this obligation to be void, or else to be and remain in full force and virtue.

FIRST NATIONAL BANK OF ARIZONA, PHOENIX

BY E. Hoegitz
Vice President (SEAL)

ATTEST: D. W. Burn
Cashier

17

117 No. 26

Commonwealth of Pennsylvania
Delaware County } ss:

LIBER 124 PAGE 293

Office of Register of Wills and Clerk of Orphans' Court

Media, Pa., May 11th 19 60.

I, EARLE H. ALLEN, Register of Wills and Clerk of Orphans' Court in and for the County of Delaware, State aforesaid, do hereby certify the foregoing to be a true and accurate copy of

PETITION AND DECREE: ESTATE OF EDWARD E. DRAVO, DECEASED,

BOND IN THE SUM OF NINETY THOUSAND DOLLARS APPROVED AND FILED,

as the same remains on file and of Record in this office.

In Testimony Whereof I have hereunto set my hand and official seal the day and year above given.

Earle H. Allen
Register of Wills and Clerk of Orphans' Court.

COMMONWEALTH OF PENNSYLVANIA,
Delaware County, } ss:

I, Edward Leroy van Roden, President Judge of Orphans' Court of Delaware County, do certify, that the foregoing certificate and attestation, made by EARLE H. ALLEN, Register of Wills and Clerk of Orphans' Court, whose name is thereto subscribed and seal of office affixed, are in due form and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand this Eleventh day of May, in the year of our Lord one thousand nine hundred and Sixty (19 60).

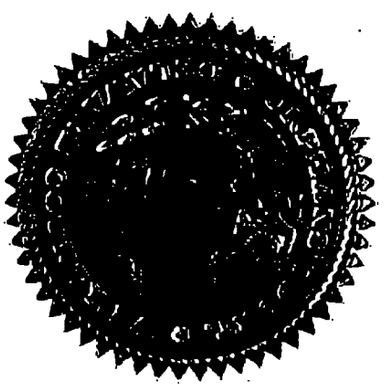
Edward Leroy van Roden
President Judge

Commonwealth of Pennsylvania,
Delaware County, } ss:

I, EARLE H. ALLEN, Register of Wills and Clerk of Orphans' Court of Delaware County, do certify, that the Honorable Edward Leroy van Roden, by whom the foregoing attestation was made, and who has thereunto subscribed his name, was, at the time of making thereof, and still is, President Judge of Orphans' Court of Delaware County, duly commissioned and sworn; to all whose acts, as such, full faith and credit, are and ought to be given, as well in Court of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this Eleventh day of May A. D. 19 60.

Earle H. Allen
Register of Wills and Clerk of Orphans' Court.



19

LIBER 124 PAGE 295

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EDGAR STUART WALLER, JR., AND DELORIS ANN WALLER, HIS WIFE	:	(In Equity)

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from the said Edgar Stuart Waller, Jr., and Deloris Ann Waller, his wife to Baltimore Federal Savings and Loan Association, dated March 12th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 818 folio 134.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage
Baltimore Federal Building
Baltimore, 2, Maryland

Le 9-6841

FILED
1959 DEC 22 PM 4:05

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.

MARYLAND

No. 13539 Equity

MORTGAGE

THIS MORTGAGE, made this 12th day of March, A. D. 1954, by and between EDGAR STUART WALLER, JR. and DELORIS ANN WALLER, 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 April, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 1979. 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. 43 as shown 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 within named Mortgagors.

FILED
1959 DEC 22 PM 4:05

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

16—49690-6

2

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all 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 M. WARD

Edgar Stuart Waller Jr. [SEAL]
Edgar Stuart Waller, Jr.

Deloris Ann Waller [SEAL]
Deloris Ann Waller

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 12th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EDGAR STUART WALLER, JR. and DELORIS ANN WALLER, 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 M. WARD Notary Public.

Recorded- 17th March, 1954, at 2:15 P.M.

Application No. 31941
Written by D.M.
Approved by Examiner
Ready for Record

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

WALTER S. CALWELL, Attorney Named in Mortgage
VS.
EDGAR STUART WALLER, JR. AND DELORIS ANN WALLER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

EDGAR STUART WALLER, JR., AND

DELORIS ANN WALLER, HIS WIFE

IN THE LIBER 124 PAGE 300

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,559 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Edgar Stuart Waller, Jr., and Deloris Ann Waller, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **12th** day of **March** 1954, and recorded among the

Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **818**

Folio **134** .

Amount of Mortgage	**$10,000.00**
Less - amount paid on principal	**1,124.86**
	8,875.14 ✓
Plus - interest to 1/6/60	**472.72**
	9,347.86
Plus - over draft in expense account	**149.34**
	9,497.20

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **1st** day of **December** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

WITNESS my hand and Notarial seal.

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Clara M. Link

Clara M. Link Notary Public

6

LIBER 124 PAGE 301

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day of December, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that Edgar Stuart Waller, Jr., one of the Defendants against whom foreclosure proceedings were instituted, is in the Military Service of the United States, and that Deloris Ann Waller, the other Defendant against whom foreclosure proceedings were instituted, is 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 she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information are from private sources, and upon certification by the Office of the Chief of Naval Personnel.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

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PLAINTIFF'S EXHIBIT NO. "B"

LIBER 124 PAGE 302

DEPARTMENT OF THE NAVY
BUREAU OF NAVAL PERSONNEL
WASHINGTON 25, D.C.

IN REPLY REFER TO

C E R T I F I C A T E

for use under

SOLDIERS' AND SAILORS' CIVIL RELIEF ACT 1940

TO ALL WHOM IT MAY CONCERN:

In accordance with the provisions of Section 601 of the Act of October 17, 1940, Public No. 861, 76th Congress, 3d Session, I certify that

Edgar Stuart Waller, Jr. is now in the naval service of the United States. He first entered the naval service at Washington, D. C. as Apprentice Seaman in the U. S. Naval Reserve on 17 May 1943. At that time he resided at 729 N. Wakefield Street, Arlington, Virginia. He was discharged at Manila, P. I. on 30 December 1945. He enlisted at Manila, P. I. as Bugler, second class on 31 December 1945 in the U. S. Navy. At that time he resided at 729 Wakefield Street, Arlington, Virginia. He was discharged at San Diego, California on 11 August 1947. He reenlisted at San Diego, California as Buglemaster, third class, on 12 August 1947. At that time he resided at 729 Wakefield Street, Arlington, Virginia. He was discharged on 5 July 1949. He reenlisted at Long Beach, California as Quartermaster, second class on 6 July 1949. At that time he resided at 729 Wakefield Street, Arlington, Virginia. He was discharged at Annapolis, Maryland on 2 July 1952. He reenlisted at Annapolis, Maryland as Quartermaster, first class on 3 July 1952. At that time he resided at 729 N. Wakefield Street, Arlington, Virginia. He was discharged at Palma, Mallorca on 4 July 1957. He reenlisted at Palma, Mallorca as Quartermaster, first class on 5 July 1957. At that time he resided at Arnold, Maryland. His monthly pay on this date is $280.00.

Given at Washington, D. C., Office of the Chief of Naval Personnel,

this 14th day of October, one thousand nine hundred and fifty-nine.

By direction of Chief of Naval Personnel:

E. S. KUKUK
Head, Branch Five
Enlisted Services
and Records Division

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LIBER 124 PAGE 303

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
EDGAR STUART WALLER, JR. and DELORIS ANN WALLER, his wife	:	(in Equity) # 13569

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in Mortgage, Plaintiff, in this cause, by his Solicitors, Callahan and Calwell, respectfully represents:

1. That Edgar Stuart Waller, Jr. and Deloris Ann Waller, his wife, the Defendants herein, are now the record title owners of leasehold property situate in Anne Arundel County, known as Lot No. 43 on Plat of Belvedere Hights, which Plat is recorded among the Plat Records of Anne Arundel County in Cabinet No. 4, Rod G-5, Plat No. 6, having purchased said property by assignment dated the 12th day of March, 1954, from Admiral Equipment Corporation for the purchase price of $10,000.00, which total purchase price was financed by a purchase money mortgage for $10,000.00 executed, dated and delivered on March 12, 1954 by the Defendants to Baltimore Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 818, folio 134, and filed among the papers in this cause as "Plaintiff's Exhibit 'A'".

2. That said mortgage is in default for the non-payment of monthly payments of principal, interest and property expense due under said mortgage from December 1, 1958 to January 31, 1960, a period of thirteen months, representing a total arrearage of $1,218.00, and the present unpaid principal indebtedness due on said mortgage is $9,497.20, and the said property has been abandoned by the Defendants and the security of said mortgage is therefore in jeopardy of deterioration and vandalism.

3. That the payment of said mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which Act were made available to Edgar Stuart Waller, Jr., one of the Defendants herein, as an eligible war

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veteran, and that in connection with said default, the Baltimore Federal Savings and Loan Association, as holder of the aforesaid mortgage, has filed a Notice of Intention to Foreclose with the Veterans Administration under the guaranty issued by the Veterans Administration on said mortgage, in connection with the claim procedure of the Veterans Administration, and the Veterans Administration has established the basis for proceeding with said foreclosure for the purpose of minimizing loss by the Veterans Administration incident to their guaranty of said mortgage.

4. That foreclosure proceedings on the aforementioned mortgage were instituted on behalf of your Petitioner on December 22, 1959 in this Honorable Court, and there has been filed with the Clerk, as "Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said Edgar Stuart Waller, Jr., M 603 95 48, whose rank is Quartermaster First Class, is now in the Military Service of the United States Navy, stationed at U.S.N.T.C. - RTC Barracks 1307, Great Lakes, Illinois, and the Edgar Stuart Waller, Jr. was in the Military Service of the United States Navy on March 12, 1954, the date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said Edgar Stuart Waller, Jr. is not, therefore, entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act as to preclude continuance of foreclosure of the aforesaid mortgage. A Certificate for use under the Soldiers' and Sailors' Civil Relief Act of 1940, certified at the direction of the Chief of Naval Personnel, evidencing said facts is filed with this Petition, as a part hereof, marked "Plaintiff's Exhibit No. 'B'", and there is also filed with this Petition a Military Affidavit, as required under the aforementioned Act, setting forth the fact that the said Edgar Stuart Waller, Jr. is in the military service of the United States.

6. That an act of Congress known as the "Soldiers' and Sailors' Civil Relief Act of 1940, as amended," U. S. Code, Title 50, requires consideration and authorization by this Honorable Court for continuance of the foreclosure proceedings instituted in this case.

WHEREFORE, your Petitioner requests this Honorable Court to pass an order appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause why these proceedings should not be continued, and to grant such other or further orders or relief as this cause may require.

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell

Walter S. Calwell, Attorney Named in Mortgage
Petitioner

Callahan and Calwell

Callahan and Calwell, Solicitors

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 Walter S. Calwell, Attorney Named in Mortgage, Petitioner, and made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link

Clara M. Link, Notary Public

ORDER

It is this 27th day of January, 1960, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that Marvin J. Anderson be and is hereby appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 10th day of February, 1960, provided a copy of this Petition and Order be served on the Defendants or on Marvin J. Anderson, Attorney for the Defendants on or before the 29th day of January, 1960.

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O Bowie Duckett

Judge

WALTER S. CALWELL, Attorney Named in Mortgage Plaintiff vs. EDGAR STUART WALLER, JR. and DELORIS ANN WALLER, his wife Defendants	*	NO. 13,569 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ANSWER TO PETITION AND SHOW CAUSE ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Marvin I. Anderson, attorney appointed by the Court to represent the defendants herein, to the Petition heretofore filed in these proceedings and to the show cause order passed on said Petition on the twenty-seventh day of January, 1960, respectfully represents unto your Honors:

1. That by order of this Honorable Court passed on the twenty-seventh day of January 1960, he was appointed as attorney to represent the defendants herein under the applicable provisions of the statutes of the State of Maryland and under the Act of Congress known as the "Soldiers' and Sailors' Civil Relief Act of 1940," as amended, U. S. Code, Title 50.

2. That upon being served with a copy of said Petition and Order of Court above mentioned, he wrote to the said Defendant, Quartermaster First Class Edgar Stuart Waller, Jr., on February 2, 1960 and enclosed in the letter to said defendant a copy of said Petition and Order of Court (a photocopy of which said letter is filed herewith, marked "Defendants' Exhibit 'A'" and is prayed to be taken as a part hereof); that the said letter was mailed to said defendant by certified mail (return receipt requested)

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on February 4, 1960; and that he thereafter received in the United States mail a return receipt purportedly signed by said defendant for said letter (the original receipt is filed herewith, marked "Defendants' Exhibit 'B'" and is prayed to be taken as a part hereof) indicating that the said letter was delivered to the said defendant on February 9, 1960.

3. That the said defendant has not answered the said letter dated February 2, 1960, nor has his said attorney received any communication from him whatsoever.

4. That the said defendants neither admit nor deny the allegations of said Petition and foreclosure proceedings and submit their respective rights to the Court for decision.

And, as in duty bound, etc.

Marvin I. Anderson
20 West Street
Annapolis, Maryland
Telephone: COlonial 8-5035
Attorney for Defendants

I hereby certify that on this 17 day of February, 1960, I mailed a copy of the foregoing answer to Callahan and Calwell, attorneys for plaintiff, Baltimore Federal Building, Baltimore 2, Maryland.

Marvin I. Anderson

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ DELIVER ONLY TO ADDRESSEE (2[illegible] 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 Edgar S. Waller Jr.

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

3. DELIVERY DATE

4. FEB [illegible] 1960 19

Defendants' Exhibit "B" 14

16—16—71548-9 GPO

ANDERSON & ANDERSON
Attorneys at Law
20-U West Street
Annapolis, Maryland

LIBER 124 PAGE 308

Telephone: COlonial
8-5035

February 2, 1960

Quartermaster First Class Edgar Stuart Waller, Jr.
M 603 95 48
U. S. N. T. C. - RTC Barracks 1307
Great Lakes, Illinois

Dear Sir:

For an alleged default in the payment of monthly payments of principal, interest, and property expense due under a mortgage dated March 12, 1954, from you and your wife, Deloris Ann Waller, to Baltimore Federal Savings and Loan Association, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 818, folio 134, the attorney named in said mortgage, Mr. Walter S. Calwell, has instituted foreclosure proceedings in the Circuit Court for Anne Arundel County. Pursuant to an act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, U. S. Code, Title 50, requires consideration and authorization by the Circuit Court for Anne Arundel County before Mr. Calwell can continue the foreclosure proceedings. If the Circuit Court authorizes him to continue, the property described in the mortgage, known as Lot No. 43 on the Plat of Belvedere Heights, Anne Arundel County, Maryland, will be sold at public sale to the highest bidder.

With this letter I enclose herewith a copy of Mr. Calwell's petition for authority to continue the foreclosure proceedings which was served upon me pursuant to an order of the Circuit Court passed on January 27, 1960, appointing me attorney for you in this cause. May I suggest and request that you carefully read and consider this petition and all of the facts alleged therein for the purpose of writing and advising me whether or not any of the facts as alleged are incorrect and whether or not you have any reason or basis for objecting to a continuance of the foreclosure proceedings. Particularly significant is the allegation in the petition that at the time you signed the mortgage you were already in the military service of the United States Navy on March 12, 1954. If this fact or any other allegation in the petition is incorrect or untrue, please advise me in

Defendant's Exhibit "A"

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writing immediately.

Under the order which was passed on January 27, 1960, we only have until February 10, 1960, in which to show cause why the foreclosure proceedings should not be continued. It is, therefore, necessary that you let me have your answer in writing on or before February 10, 1960. Unless I hear from you in writing before February 10, 1960, the Court will undoubtedly authorize a continuance of the foreclosure case.

Yours very truly,

/s/ Marvin I. Anderson

Marvin I. Anderson

MIA:DJS

Enclosure

Certified Mail - Return receipt requested

64¢

No498243

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO Quatermaster t class
Edgar Stuart Waller, Jr.

STREET AND NO. M 603 95 48
U.S.N.T.C RTC Barracks 1307

CITY AND STATE Great Lakes, Illinois

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
[X] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE
ANNAPOLIS FEB 4 1960 MD

DD Form 3800 Jul 1957

SEE OTHER SIDE

WALTER S. CALWELL,
Attorney Named in Mortgage

Plaintiff

vs.

EDGAR STUART WALLER, JR. and
DELORIS ANN WALLER, his wife

Defendants

No. 13,569 EQUITY

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

* * * * * * * * *

ORDER

The Defendants, Edgar Stuart Waller, Jr. and Deloris Ann Waller, his wife, having failed to show cause as required by the Order of this Court, dated January ~~29~~ 27, 1960, although it appears that a copy was served on Marvin I. Anderson, Attorney appointed by this Court, and the said Attorney having filed his Answer showing no reason why the proceedings should not be continued and the cause having been submitted and the Court having read and considered the Petition, Exhibits, Affidavit and Answer;

It is this 24th day of February, 1960, Ordered and Decreed by the Circuit Court for Anne Arundel County that Walter S. Calwell, Attorney Named in Mortgage, Petitioner, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and the said Walter S. Calwell, Attorney Named in Mortgage, be and he is hereby authorized to exercise the power of sale contained in the Mortgage filed in these proceedings.

O. Bowie Duckett
Judge

APPROVED:

Marvin I. Anderson
Marvin I. Anderson, Attorney for the Defendants

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17

~~Mortgage and~~ Attorney's Bond.

LIBER 10 PAGE 215

1-369

LIBER 124 PAGE 311

314314

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 13,569

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-FIVE HUNDRED AND 00/100 ($9500.00) - - - - - - - - - - - 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 24th - - - - - - - - - - - - - - - - - - - day of March - - - - - - - in the year nineteen hundred and sixty

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Edgar Stuart Waller Jr. and Deloris Ann Waller, his wife to the Baltimore Federal Savings & Loan Association, bearing date the 12th day of March nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 818, Folio 134, and

is about to sell the land and premises described in said Mortgage/ Lot 43 Clifton Avenue Anne Arundel Co Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Lirik

~~Attest~~: As to Surety:

M. S. Kraus
M. S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Bond filed and approved
This 29th day of March 1960
George T. Cromwell, Clerk

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18

Calkhan and Calwell
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Edgar Stuart Waller, Jr., and Deloris Ann Waller, his wife to Baltimore Federal Savings and Loan Association, dated March 12th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 818 folio 134 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Action on the premises on

Tuesday, March 29, 1960 at 3 P.M.

all that leasehold lot of ground situate and lying in Belvedere Heights, near Arnold, Anne Arundel County, Maryland, and described as follows:

Being known and designated as Lot No. 43 as shown 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.

Together with the buildings thereupon; and all the 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 convenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a ½ story frame bungalow, containing 4 rooms, 1 bath, hot water radiant panel, oil fired heat.

TERMS OF SALE: — A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance 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
S. T. Newell & Co. Inc.,
Auctioneer

M-24

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EDGAR STUART WALLER, JR., AND DELORIS ANN WALLER, HIS WIFE	:	(In Equity)

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 12th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 818 folio 134 from said Edgar Stuart Waller, Jr., and Deloris Ann Waller, 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 29th day of March, 1960 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 43 as shown on the Plat of Belvedere Heights, which Plat is dated February, 1953 and 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 MAR 31 AM 9:28

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Eighty-seven Hundred ($8700.00) 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 30th day of March, 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 CO.

Clara M. Link, Notary Public

ORDER NISI

LIBER 124 PAGE 314

Walter S. Calwell,
Attorney Named in Mortgage

versus

Edgar Stuart Waller, Jr., and
Deloris Ann Waller, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,569 Equity

Ordered, this 31st day of March, 19 60, 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 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.

The report states that the amount of sale was $ 8700.00

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

FILED
1960 MAR 31 AM 9:28

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Edgar Stuart Waller, Jr., and
Deloris Ann Waller, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 10th day of May, 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.

V. Bruce Duckett
JUDGE.

FILED
1960 MAY 12 AM 10:05

21

Callahan and Calwell
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Edgar Stuart Waller, Jr., and Deloris Ann Waller, his wife to Baltimore Federal Savings and Loan Association, dated March 12th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 818 folio 134 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Action on the premises on

Tuesday, March 29, 1960 at 3 P.M.

all that leasehold lot of ground situate and lying in Belvedere Heights, near Arnold, Anne Arundel County, Maryland, and described as follows:

Being known and designated as Lot No. 43 as shown 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.

Together with the buildings thereupon; and all the 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 convenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story frame bungalow, containing 4 rooms, 1 bath, hot water radiant panel, oil fired heat.

TERMS OF SALE: — A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance 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. M-24

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 315

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1960

We hereby certify, that the annexed Attorney's Sale Edgar Stuart Waller, Jr. 13,564

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of March, 1960. The first insertion being made the 3rd day of March, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR -7 AM 11:28

By H. Tilghman

22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 316

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1960

We hereby certify, that the annexed Order Nisi - Sale Eq 13,569 Edgar Stuart Waller, 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 9th day of May, 1960. The first insertion being made the 7th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. _____ 1960 MAY -4 PM 1:41 By H. Tilghman

24

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,569 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
EDGAR STUART WALLER, JR., and
DELORIS ANN WALLER, his wife

Ordered, this 31st day of March, 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 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.

The report states that the amount of sale was $8700.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Walter S. Calwell, Atty.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
Edgar Stuart Waller, Jr.,
and
Deloris Ann Waller, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,569 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.

May 27, 1960

Laura R. Jeffries
Auditor.

FILED
1960 JUN -1 PM 2:03

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Edgar Stuart in ac.
Waller, Jr., and Deloris Ann Waller, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	292	79	342	79
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	35	25		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account and two copies	18	00	74	70
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	38	00		
E.T. Newell & Co.,Inc.-auctioneer's fee	35	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	9	90		
Clara M. Link - notary fees	1	25		
Marvin I. Anderson - fee for legal services to defendants (Order 3/8/60)	50	00	227	34
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,239	14	8,239	14
			8,883	97
Amount of mortgage claim filed	9,497	20		
Interest on principal balance of $8,875.14 from 1/6/60 to 3/29/60 - 83 days - @ 4½%	92	08		
	9,589	28		
Cr. Amount allowed above	8,239	14		
Balance subject to decree in personam	1,350	14		

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

1960						
Mar.	29	Proceeds of Sale	8,700	00		
		Interest on deferred payment to 5/10/60	59	57	8,759	57
		Refund 1960 State and County taxes - 9 months 2 days	114	87		
		Refund semi-annual ground rent due 5/9/60 ($42.00) - 1 month 11 days	9	53	124	40
					8,883	97

LIBER 124 PAGE 320

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Edgar Stuart Waller, Jr.,
and
Deloris Ann Waller, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,569 Equity.

ORDERED, This 1st day of June, 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 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 11th day of July next.

George T. Cromwell, Clerk

FILED
1960 JUN -1 PM 2:03

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of July, 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 JUL 12 AM 11:13

V. Bowie Duckett

28

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 321

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,569 Equity
WALTER S. CALWELL, Attorney named in Mortgage
versus
EDGAR STUART WALLER, JR., and
DELORIS ANN WALLER, his wife

Ordered, this 1st day of June, 1960, That the Report and Account of the Auditor, filed this day in the above entiled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1960

We hereby certify, that the annexed Order Nisi Eq 13,569 Auditor Account.

Edgar Stuart Waller, 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 11th day of July, 1960. The first insertion being made the 9th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 JUL 8 PM 1:49

By [signature] Tilghman

No. M. G. _____

29

LIBER 124 PAGE 322

Wells and McComas Permanent Building Association No. 1 of Baltimore City

vs.

Charles Wallace and Euline Wallace, his wife

Docket ..... Folio .....
Case No. 13,674 Equity
Filed .....

IN THE

Circuit Court ~~[illegible]~~
FOR ANNE ARUNDEL COUNTY,
~~[illegible]~~ in equity

~~BALTIMORE CITY~~

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

1. That on the 10th day of April, A.D. 1958, the defendants executed and delivered to Wells and McComas Permanent Building Association No. 1 of Baltimore City a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 1500.00 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 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.

2. That default has occurred in the covenants and conditions 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.

Louis Mitnick

Louis Mitnick, *Attorney for Plaintiff*
408 American Bldg.
Baltimore-2, Maryland

FILED
1960 MAR -1 AM 10:49

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

LIBER 1196 PAGE 77 LIBER 124 PAGE 323

No. 13,674 Equity

This Mortgage, Made this 10th day of April,

in the year one thousand nine hundred and fifty-eight, between Charles Wallace and Euline Wallace, his wife,

of the Anne Arundel County, in the State of Maryland, Mortgagors and the Wells and McComas Permanent Building Association No. 1 of Baltimore City,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said mortgagors

being members of the said body corporate

have received therefrom an advance of fifteen hundred

Dollars ($1500.00)

on fifteen (15) shares of stock, the due execution of this Mortgage

having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Charles Wallace and Euline Wallace, his wife,

do grant unto the said Wells and McComas Permanent Building Association No. 1 of Baltimore City,

and its successors and assigns, all those

piece s or parcel s of ground situate and lying in the Fifth Election District of Anne Arundel County

aforesaid, being shown and designated as lots Nos. 694 and 695 on the Plat of Patapsco Park of record among the Plat Records of Anne Arundel County aforesaid in Plat Book No. 12, folio 8; the improvements whereon being known as No. 310 Key Avenue.

Being the same lots of ground which by deed dated April , 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 579, folio 185, &c., were granted by Patapsco Park Real Estate Company, Incorporated to the mortgagors herein in fee simple.

Wells and McComas Permanent Building Association No. 1 of Baltimore City	*	In The
	*	Circuit Court for Anne Arundel
vs.	*	County, in equity
Charles Wallace and Euline Wallace		

Petitoner's Exhibit No. 1

FILED

1960 MAR -1 AM 10:49

2

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining, and also all gas and oilburners, boilers and heaters, water heaters, kitchen and bath units, screens, blinds and awnings therein and thereon as part of said realty.

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

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

Forthwith upon institution of foreclosure proceedings after default hereunder, the mortgagee shall be entitled to a counsel fee of fifty dollars to be paid by the mortgagors to the solicitor filing or conducting such proceedings on behalf of the mortgagee and which counsel fee shall be charged as an expense of the proceedings if same shall not have been paid by the mortgagors.

The mortgagors covenant to have the following improvements made to said premises, within three months from date hereof, namely: Cover with shingling similar to that on the house next door occupied by David.

AND the said Mortgagors, themselves, their heirs, executors, administrators and assigns, covenant with the said Wells and McComas Permanent Building Association No. 1 of Baltimore City, its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns, on the second Monday in every month the sum of fifty dollars, to be applied first to interest as hereinafter mentioned, and then to expense account hereinafter mentioned, and then to principal or dues, until the combined payment of dues shall amount to one hundred dollars for each of said fifteen shares, agreeing to pay the sum of twelve cents per week for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of one hundred dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said Mortgagee, irrespective of any amount now deposited for expense account, the further sum of one Dollars and fifty cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

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

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

WITNESS the hands and seals of the said Mortgagors.

TEST:

Martin Alan Mitnick

Martin Alan Mitnick

Charles Wallace (SEAL)
Charles Wallace

Euline Wallace (SEAL)
Euline Wallace

(SEAL)

STATE OF MARYLAND, City of Baltimore, SS:

I HEREBY CERTIFY, that on this 10th day of April, in the year one thousand nine hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Charles Wallace and Euline Wallace, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Louis Mitnick, Treasurer of Wells and McComas Permanent Building Association No. 1 of Baltimore City, 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.

Martin Alan Mitnick

Martin Alan Mitnick, Notary Public

Rec'd for record Apr 11, 1958, at 10:01 A.M.
Mailed to Mitnick & Mitnick

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

Wells and McComas Permanent Building Association No. 1 of Baltimore City *vs.* Charles Wallace and Euline Wallace, his wife	IN THE **CIRCUIT COURT** FOR ANNE ARUNDEL COUNTY, ~~BALTIMORE CITY~~ in equity Docket ..... Folio ..... No. 13,674 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 R. S. Mitnick, president of Wells and McComas Permanent Building Association No. 1 of Baltimore City,

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 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.

R. S. Mitnick
Affiant.

Subscribed and sworn to before me

this 24th day of February, 1960.

Martin Alan Mitnick
Notary Public

FILED
1960 MAR -1 AM 10:49

6

LIBER 124 PAGE 327

Wells and McComas Permanent Building Association No. 1 of Baltimore City	*	In
	*	The Circuit Court
vs.	*	for
Charles Wallace and Euline Wallace, his wife	*	Anne Arundel County, in equity

No. 15,074 Equity

STATEMENT OF MORTGAGE DEBT

Loan, January 20, 1959	$1500.00
By this amount paid a/c principal or dues	189.40
Balance of principal owing	1310.60
Add interest @1.68 for 36 weeks from 6/22/59 to 2/29/60	60.48
	1371.08
Less credit expense account	16.23
	$1354.85

WITH INTEREST @ $1.68 per week from 2/29/60 to date of final ratification of Auditor's Account

WELLS AND McCOMAS PERMANENT BUILDING ASSOCIATION NO. 1 OF BALTIMORE CITY

By R. S. Mitnick
R. S. Mitnick, President

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 24th day of February, 1960, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared R. S. Mitnick, President of Wells and McComas Permanent Building Association No. 1 of Baltimore City, 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.

Martin Alan Mitnick
Martin Alan Mitnick, Notary Public

FILED
1960 MAR -1 AM 10:50

7

Decree ~~in Circuit Court No. 2 of Baltimore City~~

Wells and McComas Permanent Building Association No. 1 of Baltimore City

vs.

Charles Wallace and Euline Wallace, his wife

DOCKET ..... FOLIO .....

CASE No. 13674 Equity

FILED .....

IN THE

Circuit Court ~~[illegible]~~

~~—OF—~~ for ANNE ARUNDEL COUNTY, ~~[illegible]~~ in equity

January TERM, 19 60

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 1st day of March in the year nineteen hundred and sixty, by the Circuit Court for Anne Arundel County, in Equity, ~~No. 2 of Baltimore City~~, 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 Louis Mitnick 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 two thousand 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 ~~the City of Baltimore~~, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~[illegible]~~ all cash, upon final ratification by this Court; ~~[illegible]~~ ; 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 heirs 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 Mortgagors 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

1960 MAR -2 AM 9:55

Benjamin Michaelson
Judge

Trustee's Bond

LIBER 10 PAGE 211 LIBER 124 PAGE 329

KNOW ALL MEN BY THESE PRESENTS:

Equity No. 12,674

THAT WE, LOUIS MITNICK of 408 American Building, Baltimore 2, Maryland as principal, and SEABOARD SURETY COMPANY, 100 William Street, New York, N. Y. 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 TWO THOUSAND and 00/100 - - - - - - - - - - - - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 18th day of March in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden LOUIS MITNICK by virture of a decree of the Honorable the Judge of the Circuit Court ~~No. 2 of Baltimore City~~ FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY, has been appointed trustee to sell fee simple

mentioned in the proceedings in the case of WELLS AND MC COMAS PERMANENT BUILDING ASSOCIATION #1 OF BALTIMORE CITY

vs.

CHARLES WALLACE AND EULINE WALLACE (his wife)

now pending in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN LOUIS MITNICK do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virture in law.

Signed, sealed and delivered in the presence of

Margaret V. Einolf
MARGARET V. EINOLF

Louis Mitnick [SEAL]

AS TO PRINCIPAL

SEABOARD SURETY COMPANY [SEAL]

By: Donald T. Cronin-Resident Vice-President [SEAL]

Betty Gier
BETTY GIER AS TO SURETY

By: Harry E. Congdon-Resident Asst. Secretary [SEAL]

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the a corporation of the State of does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court ~~No. 2 of Baltimore City, State of Maryland~~ FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY, 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

duly affixed by its Vice-President and attested by its Assistant Secretary, this

Day of , 195.....

ATTEST: By:

Vice-President

Assistant Secretary

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

, 19.....

Assistant Secretary

Bond filed and approved this 22nd day of March 1960
George T. Cromwell, Clerk

FILED

1960 MAR 22 AM 11 [illegible]

LIBER 124 PAGE 330

Wells and Mc Comas,
Permanent Building Association,
No. 1 of Baltimore City

Vs.

Charles Wallace and
Euline Wallace, His Wife

In The Circuit Court
For
Anne Arundel County
(In Equity)

No. 13,674 Equity

Louis Mitnick, Solicitor
408 American Building
Baltimore 2, Maryand

Trustee's Sale

Of Fee Simple
Dwelling Property

310 Key Avenue, Patapsco Park

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, the undersigned Trustee will sell at public auction on the premises

Monday,
April 4, 1960, 2 P.M.

lot of ground, comprising lots designated as lots Nos. 694 and 695 on the Plat of Patapsco Park of record among the Plat Records of Anne Arundel County in Plat Book No. 12, fol. 8; improved by a two story block and frame dwelling, in fee simple covered with shingling and a two car garage covered with shingling, and known as 310 Key Avenue subject to restrictions, if still existing. To be announced at sale. Taxes and Sanitary District charges to be adjusted to date of sale. Terms: Cash on final ratification of sale by the Court. Cash deposit of $200 required of purchaser at sale; balance of purchase-money to bear interest from date of sale.

LOUIS MITNICK, Trustee
Alex Cooper, Auctioneer M-31

Auctioneer's Certificate

I hereby Certify that I have this 4th Day of April, 1960, sold the property described in the attached advertisement of sale at and for the sum of $ 2,005 to ELZIE L. GILBERT, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By: Joseph A. Cooper
Alex Cooper Auctioneer

Purchaser's Agreement

I hereby certify that I have this 4th Day of April, 1960, purchased the property described in the attached advertisement of sale from Louis Mitnick, Trustee, at and for the sum of $ 2,005 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Purchaser

Elzie L. Gilbert
Purchaser

Test:
Jean Mitnick

FILED

1960 APR -7 AM 9:54

12

LIBER 124 PAGE 331

Wells and McComas Permanent Building

Association No. 1 of Baltimore City

vs.

Charles Wallace and

Euline Wallace

IN THE

Circuit Court

for Anne Arundel County

~~OR~~

In Equity

~~BALTIMORE COUNTY~~

No. 13,674 Equity

To The Honorable

Judge of the Circuit Court ~~of Baltimore City~~ For Anne Arundel County:

The Report of Sale of Louis Mitnick,

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

fee-simple property.

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

~~and a newspaper published in Baltimore City~~ for more than three successive weeks preceding the day of sale, ~~said Trustee~~ and additional advertisement in the Baltimore Sun, the said Trustee did pursuant to said notice on Monday the 4th day of April, 19 60, at 2 o'clock P. M., attend on the premises and then and there sold at public auction the said property in the proceedings mentioned, being lots 694 and 695 on the Plat of Patapsco Park, in said County, with the improvements thereon, and known as 310 Key Avenue, as set forth in the advertisement of sale attached to auctioneer's certificate filed herewith, subject to restrictions announced at sale, unto Elzie L. Gilbert, he being the highest bidder therefor, at and for the sum of two thousand and five dollars ($2,005.00), of which $200 deposit was paid at sale, balance to be paid, with interest, on final ratification of sale; taxes and Sanitary District charges to be adjusted to date of sale. All of which is respectfully submitted.

Louis Mitnick, Trustee

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, That on this 6th day of April, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore ~~aforesaid~~, personally appeared Louis Mitnick,

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,

FILED

1960 APR -7 AM 9:54

Notary Public

MARTIN ALAN MITNICK

13

ORDER NISI

LIBER 124 PAGE 332

WELLS AND McCOMAS PERMANENT BUILDING ASSOCIATION NO. 1 OF BALTIMORE CITY

versus

CHARLES WALLACE and EULINE WALLACE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,674 Equity

Ordered, this 7th day of April, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Louis Mitnick, Trustee

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.

The report states that the amount of sale was $ 2,005.00

FILED 1960 APR 7 AM 9:54

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WELLS AND McCOMAS PERMANENT BUILDING ASSOCIATION NO. 1 OF BALTIMORE CITY

versus

CHARLES WALLACE and EULINE WALLACE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of May, 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

1960 MAY 18 PM 12:39

14

Louis Mitnick, Solicitor
408 American Building
Baltimore 2, Maryand

Trustee's Sale

Of Fee Simple Dwelling Property

310 Key Avenue, Patapsco Park

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, the undersigned Trustee will sell at public auction on the premises

Monday, April 4, 1960, 2 P.M.

lot of ground, comprising lots designated as lots Nos. 694 and 695 on the Plat of Patapsco Park of record among the Plat Records of Anne Arundel County in Plat Book No. 12, fol. 8; improved by a two story block and frame dwelling, in fee simple covered with shingling and a two car garage covered with shingling, and known as 310 Key Avenue subject to restrictions, if still existing. To be announced at sale. Taxes and Sanitary District charges to be adjusted to date of sale. Terms: Cash on final ratification of sale by the Court. Cash deposit of $200 required of purchaser at sale; balance of purchase-money to bear interest from date of sale.

LOUIS MITNICK, Trustee
Alex Cooper, Auctioneer M-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 333

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1960

We hereby certify, that the annexed

Trustee's Sale
310 Key Avenue

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 10th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR -7 AM 11:27

No. M. G. 14005

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 334

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,674 Equity
WELLS AND McCOMAS PERMANENT BUILDING ASSOCIATION NO. 1. OF BALTIMORE CITY

VERSUS

CHARLES WALLACE and EULINE WALLACE

Ordered, this 7th day of April, 1960. That the sale of the Property in these proceedings mentioned, made and reported by Louis Mitnick, Trustee 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.

The report states that the amount of sale was $2,005.00.

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 Sale
Eq 13,674

Charles Wallace

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 May, 1960. The first insertion being made the 14th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1960 MAY -9 AM 9:56

By H. Tilghman

16

In the Case of

Wells and McComas Permanent Building Association No. 1 of Baltimore City

vs.

Charles Wallace and Euline Wallace, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,674 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 she has stated the within account.

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

June 2, 1960

FILED
1960 JUN -7 PM 12:38

17

Dr. Wells and McComas Permanent Building Association No. 1 of Baltimore City vs. Charles Wallace and Euline Wallace, his wife in ac.

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	93	56	143	56
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	35	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	32	80		
Seaboard Surety Co. - bond premium	10	00		
Alex Cooper - auctioneer's commissions	90	20		
One-half Federal documentary stamps	1	37		
One-half State documentary stamps	2	75		
Martin A. Mitnick - notary fees	1	50	200	62
To Trustee for Taxes, viz: 1960 State and County taxes ($114.87) - adjusted to 4/4/60	29	99	29	99
To Trustee for Benefit Charges, viz: 1960 water and sewer benefit charges ($9.20) - adjusted to 4/4/60	2	40	2	40
To Wells and McComas Permanent Building Ass'n No. 1 of Baltimore City, mortgagee - in full for mortgage claim, viz: Amount of claim filed $1,354.85; Interest from 2/29/60 to day of sale (4/4/60) - 5 weeks @ $1.68 8.40	1,363	25	1,363	25
To Charles Wallace and Euline Wallace, his wife, mortgagors - this balance	227	21	227	21
			2,018	53

18

with Louis Mitnick, Trustee Cr.

1960						
Apr.	4	Proceeds of Sale	2,005	00		
		Interest on deferred payment of $1,805.00) to 5/19/60	13	53	2,018	53
					2,018	53

ORDER NISI LIBER 124 PAGE 338

Wells and McComas Permanent Building Ass'n No. 1 of Baltimore City

VERSUS

Charles Wallace

and

Euline Wallace, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,674 Equity

FILED 1960 JUN -7 PM 12:38

ORDERED, This 7th day of June, 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 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 11th day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of July, 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 JUL 12 AM 11:13

D. Brice Duckett

20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 339

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,674

Auditor Account

Charles Wallace

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 July, 1960. The first insertion being made the 9th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -8 PM 1:50

By H. Tilghman

No. M. C. 15429

21

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,674 Equity

Wells and McComas Permanent Building Association No. 1 of Baltimore City

VERSUS

CHARLES WALLACE and EULINE WALLACE, his wife

Ordered, this 7th day of June, 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 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 11th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-23

LIBER 124 PAGE 340

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
William H. Coeyman and	*	ANNE ARUNDEL COUNTY
Mable V. Coeyman, his wife	*	Equity No. 13,624

* * * * * * *

Mr. Clerk:

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

H. Allen Mezger, Assignee

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

FILED

1960 JAN 30 AM 9:21

JB

LIBER 839 PAGE 84

LIBER 124 PAGE 341

No Stamps Required

THIS MORTGAGE, Made this 8th day of June - - - - , in the year one thousand nine hundred and fifty-four, between WILLIAM H. COEYMAN and MABLE V. COEYMAN, his wife - - - - - - - - - , of the County of Anne Arundel , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Three Thousand Three Hundred ($3300.00) - 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 Thirty-Seven ($37.00) Dollars - - - - - - - - - - - - - commencing on the first - - - - day of July - - , 1954, and on the first - - - - - 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~~ BEING known and designated as Lot No. Ten (10) on the Plat No. 3 of Chelsea Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 4.

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 Miles H. Gillingham, Unmarried, to the said mortgagors.

FILED

1960 JAN 30 AM 9:21

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

2

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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

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

on or before the first - - - - - - - - - - - - - - - - day of each and every month the sum of Seven ($7.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its 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 here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such 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 defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the 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, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

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

4

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

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Jane E. Bruce
Jane E. Bruce

William H. Coeyman (SEAL)
William H. Coeyman

Mable V. Coeyman (SEAL)
Mable V. Coeyman

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 8th day of June - - , 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William H. Coeyman and Mable V. Coeyman, his wife

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

AS WITNESS my hand and Notarial Seal.

Jane E. Bruce
Jane E. Bruce Notary Public

My Commission Expires May 2nd, 1955.

Recorded- 14 June, 1954, at 9:05 A.M.

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

5

SHORT ASSIGNMENT OF MORTGAGE

LIBER 124 PAGE 345

BALTIMORE, MARYLAND

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

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 21st day of JANUARY, 1960.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

By: John P. Helmer, President

E. Jane Rusinek

5M-8-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

TO

H. ALLEN MEZGER, ASSIGNEE

Received for Record 19

at o'clock M. Same day

recorded in Liber No.

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

Per

MEZGER AND MEZGER Clerk.
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (5th FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE, MD.

2.00

1960 JAN 22 AM 9:35
RECORDED IN LIBER GTC
NO. 837 FOLIO 88
GEO. T. CROMWELL, CLERK

LIBER 124 PAGE 346

H. Allen Mezger, Assignee
~~Attorney Named Trustee~~

VS

William H. Coeyman and
Mable V. Coeyman

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 13,624

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 3300.00
Less - Total amount paid on account of Principal $ 1395.10		
Less - Credit Expense Account	94.50	1489.60
Net Balance	$	$ 1810.40
Plus accumulated interest to February 29, 1960 (with interest thereafter at rate of 6% per annum)		19.10
Total Amount of Mortgage Indebtedness		$ 1829.50

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

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

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this nineteenth day of January in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr.

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

As witness my hand and Notarial Seal

Joseph J. Blimline, Jr.
Notary Public
Joseph J. Blimline, Jr.

My Commission Expires May 1st, 1961.

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

FILED

1960 JAN 30 AM 9:21

6

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

LIBER 124 PAGE 347

H. Allen Mezger, Assignee

vs.

William H. Coeyman and

Mable V. Coeyman, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity # 13674
Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

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

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

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

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

Arundel Federal Savings and Loan Association of Baltimore City

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

Subscribed and sworn to before me this 24th day of February 1960.

Joseph J. Blimline, Jr.
Notary Public

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

FILED
1960 MAR -2 AM 9:42

7

Jud. 14042

LIBER 10 PAGE 202

LIBER 124 PAGE 348

No. 13,624 Equity

Assignee
~~MORTGAGEE OR ATTORNEYS~~ BOND

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand and no/100 - ($2,000.00) *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, 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* 10th *day of* March *in the year of our Lord nineteen hundred and* sixty.

WHEREAS, the above bounden H. Allen Mezger *by virtue of* an assignment of *a power contained in mortgage from* William H. Coeyman and Mable V. Coeyman, his Wife *to* Arundel Federal Savings and Loan Association of Baltimore City

dated June 8, 1954 *and recorded in Liber* JHH *No.* 839 *folio* 84 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger 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

R. S. Reil

H. Allen Mezger [SEAL]
H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
Joseph F. Howell, Attorney-in-Fact

ATTEST:

Carol Armstrong
Carol Armstrong

Bond filed and approved
the 16th day of March 1960
George T. Cromwell, Clerk

FILED
1960 MAR 16 AM 9:34

8

LIBER 124 PAGE 349

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
William H. Coeyman and	*	ANNE ARUNDEL COUNTY
Mable V. Coeyman, his wife	*	Equity No. 13624

* * * * * * * * *

CERTIFICATION

We hereby certify, that on the 18th day of March, 1960, we sold at public auction for the highest price obtainable to State Wide Realty Company the fee simple property described as follows:

Being known and designated as Lot No. Ton (10) on the Plat No-3 of Chelsea Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 4.

at and for the price of Three Thousand Twenty-five ($3025.00) Dollars .

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

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

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

I/We hereby certify that I/We purchased the above described property at and for the price of Three thousand twenty five — a/m ($3025.00)

State Wide Realty Company
by: Lufrom E. Eyring Pres

FILED
1960 MAR 26 AM 10:17

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

9

H. ALLEN MEZGER, ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR
WILLIAM H. COEYMAN and	*	ANNE ARUNDEL COUNTY
MABLE V. COEYMAN, his wife	*	Equity No. 13624

* * * * * * * * *

LIBER 124 PAGE 350

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from William H. Coeyman and Mable V. Coeyman, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from William H. Coeyman and Mable V. Coeyman, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated June 8th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.839, folio 84, which mortgage was then duly assigned on JANUARY 22, 1960 to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, March 18th, 1960, at 3:00 o'clock P.M. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, to State Wide Realty Company, at and for the sum of Three Thousand twenty-five ($3,025.00) Dollars, in fee simple, of which a deposit of Three hundred ($300.00) Dollars was made at time of sale, balance of the purchase price of interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

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

FILED
1960 MAR 26 AM 10:17

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

10

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline Jr.
Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 1st, 1961.

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

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

11

ORDER NISI

LIBER 124 PAGE 352

H. ALLEN MEZGER, Assignee

versus

WILLIAM H. COEYMAN and

MABLE V. COEYMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,624 Equity

Ordered, this 26th day of March, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Assignee

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

The report states that the amount of sale was $ 3,025.00

FILED 1960 MAR 26 AM 10:17

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee

versus

WILLIAM H. COEYMAN and

MABLE V. COEYMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 4th day of May, 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. Crane

JUDGE.

FILED

1960 MAY -5 AM 9:37

12

MEZGER & MEZGER
ATTORNEYS
200 West Saratoga Street,
Baltimore 1, Maryland

Assignee Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

Improved with a frame dwelling, approved roof, located Lot No. ten (10), Plat 3, South side Sixth Street, Chelsea Beach, Third Election Dist., Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated June 8, 1954, from William H. Coeyman and Mable V. Coeyman, his wife said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 839 folio 84, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on:

Friday, March 18, 1960
at 3:00 o'clock P. M.

THE FOLLOWING DESCRIBED PARCEL OF LAND:

Being known and designated as Lot No. Ten (10) on the Plat No. 3 of Chelsea Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 4.

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

H. Allen Mezger, Assignee
E. T. Newell & Co., Inc.,
Auctioneers M-17

No. M. C. _____

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 353

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1960

We hereby certify, that the annexed Assignee Mortgage Sale William H. Coeyman 13,624

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 March, 1960. The first insertion being made the 25th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR -7 AM 11:27

By H. Tilghman

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 354

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,624 Equity
H. ALLEN MEZGER, Assignee
VERSUS
WILLIAM H. COEYMAN and MABLE V. COEYMAN, his wife

Ordered, this 26th day of March, 1960, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $3,025.00.

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 Sale Eq 13,624 William H. Coeyman was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of May, 1960. The first insertion being made the 31st day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 MAY 4 PM 1:36

By H. Tilghman

No. M. G. _____

14

In the Case of

H. Allen Mezger,
Assignee
vs.
William H. Coeyman
and
Mable V. Coeyman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,624 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.

May 24, 1960

FILED

1960 JUN -1 PM 2:04

Dr. H. Allen Mezger, Assignee vs. William H. Coeyman and Mable V. Coeyman, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	121	50	171	50
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account	18	00		
			57	25
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	13	90		
Maryland Casualty Co. - bond premium	10	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	125	75		
Clerk of Court - recording assignment	2	00		
One-half Federal documentary stamps	1	92		
One-half State documentary stamps	3	85		
Jos. J. Blimline, Jr. - notary fees	1	50	238	44
To Assignee for Taxes, viz:				
1960 State and County taxes ($67.56) - 2 months 18 days	14	68	14	68
To Arundel Federal Savings & Loan Ass'n of Baltimore City - in full for mortgage claim, viz:				
Amount of claim filed $1,829.50				
Interest on principal balance of $1,810.40 from 2/29/60 to 3/18/60 - 18 days - @ 6% 5.43	1,834	93	1,834	93
To William G. Kerbin, Jr., Admr. of Miles H. Gillingham, deceased second mortgagee- this balance on account claim filed	733	08	733	08
			3,049	88
Amount of second mortgage claim filed	2,792	52		
Cr. Amount allowed above	733	08		
Balance subject to decree in personam	2,059	44		

with H. Allen Mezger, Assignee Cr.

1960						
Mar.	18	Proceeds of Sale	3,025	00		
		Interest on deferred payment of $2,725.00 to 5/13/60	24	88	3,049	88
					3,049	88

17

ORDER NISI LIBER 124 PAGE 358

H. Allen Mezger,
Assignee
VERSUS
William H. Coeyman
and
Mable V. Coeyman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,624 Equity.

ORDERED, This 1st day of ~~May~~ June, 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 ~~June~~ 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 11th day of ~~June~~ July next.

FILED JUN -1 PM 2:04

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of July, 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~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1960 JUL 13 AM 11:19

Matthew S. Evans

18

OFFICE

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 359

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 11, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,624
Auditor Account

William H. Coeyman

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 July, 1960. The first insertion being made the 9th day of June, 1960

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,624 Equity
H. ALLEN MEZGER, Assignee
versus
WILLIAM H. COEYMAN and MABLE V. COEYMAN, his wife

Ordered, this 1st day of June, 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 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 11th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Ju-23

FILED
No. 1960 M. JUL 11 PM 1:58

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT J. HERREN AND MARY BELL HERREN, HIS WIFE	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	No. 13,654 Equity

* * *

Mr. Clerk:

Please docket the above entitled case, record the assignments on the mortgage and file the original mortgage herewith.

William W. Townshend, Jr.
Assignee
Towns-Worth Bldg., South St.
Annapolis, Maryland

FILED

1960 MAR 15 PM 2:10

FOR VALUE RECEIVED, I hereby assign the within mortgage and the debt secured thereby, unto William Townshend, Jr., Attorney or foreclosure.

WITNESS my hand and seal this second day of March 1960.

WITNESS: Viola J. Brown — Mary T. Board (SEAL)

Viola J. Brown — Mary T. Board

LIBER 1098 PAGE 583

LIBER 124 PAGE 361

2

MORTGAGE FEE—COUNTY

This Mortgage, Made this 14th day of February in the year nineteen hundred and fifty-seven (1957), by and between Robert J. Herron and Mary Bell Herron, his wife, parties of the first part, hereinafter called "MORTGAGORS" and Stanley L. Fairall and Ruth L. Fairall, his wife, parties of the second part, hereinafter called "MORTGAGEES", Witnesseth:-

WHEREAS, the said Mortgagors are justly indebted to the said Mortgagees in the sum of Four Thousand One Hundred Fifty ($4,150.00) Dollars, being the balance due on the purchase price of the property hereinafter mentioned as evidenced by their promissory note of even date for said amount, with interest thereon at the rate of five and one-half per cent (5½%) per annum, payable monthly; it being understood and agreed by the parties hereto that the said Mortgagors shall pay on said promissory note not less than the sum of Seventy ($70.00) Dollars monthly, payments to begin one month from these presents, interest to cease on said payments as and when the same are made and paid; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the times limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises, and of the sum of Five ($5.00) Dollars the receipt whereof in full is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the said Mortgagees, their heirs and assigns,

ALL that lot of ground situate in the Third Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe set at the end of the second line of the conveyance from James Raymond Tolson and Alice, his wife, to Carvil O. Shockley and Laura E., his wife, by deed dated November 21, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 281, folio 204; and running from thence and with said road, South 02° 16' East 51.66 feet to a pipe; thence leaving the road and running with a line midway between the two houses built on the lot described in the above mentioned conveyance, and running to divide said lot, North 84° 33' West

FILED
1960 MAR 15 PM 2:10

2

397.1 feet to a pipe set in the last line of said conveyance; thence with part of the same and with the third line of said conveyance, North 0° 44' West 52.48 feet to a pipe found; and South 84° 24' 30" East 395.82 feet to the place of beginning; containing 0.47 of an acre of land.

BEING the same property which was conveyed to the Mortgagors herein by Stanley L. Fairall and Ruth L. Fairall, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

For value received, I hereby assign the within mortgage and the debt thereby secured to The Annapolis Banking and Trust Company.

Witness our hands and seal this 14th day of June, 1957.

Mary T. Board (SEAL)
Mary T. Board

Witness:

H. D. LeTourneau
H. D. LeTourneau

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY JUN 20 AM 10:05 1957 & RECORDED IN LIBER GTC NO 1098 FOLIO 584 GEO. T. CROMWELL, CLERK

TOGETHER with the buildings and improvements thereon and ~~the rights, roads,~~ alleys, 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, their heirs and assigns forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four Thousand One Hundred Fifty and 00/100 -Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs and assigns 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 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 either or them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their heirs personal representative or assigns, or George E. Rullman 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 Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said 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 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 the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their heirs personal representatives or assigns, or George E. Rullman 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors for themselves, their heirs personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their heirs personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand One Hundred Fifty Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagees, their heirs personal representatives and 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 and asssigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Barbara Ann Jones
Barbara Ann Jones

Robert J. Herron (SEAL)
Robert J. Herron
(SEAL)
Mary Bell Herron (SEAL)
Mary Bell Herron
(SEAL)

LIBER 1098 PAGE 586 LIBER 124 PAGE 364

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 14th day of February in the year nineteen hundred and fifty-seven before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert J. Herren and Mary Bell Herren, his wife the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the Attorney named in the foregoing mortgage and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and further, that he is the Attorney and Agent for the said Mortgagees and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

Barbara Ann Jones
Barbara Ann Jones, Notary Public

BARBARA ANN JONES NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Rec'd for record Feb. 14 1957 at 2.29 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

ROBERT J. HERREN and

MARY BELL HERREN, his wife

TO

STANLEY L. FAIRALL and

RUTH L. FAIRALL, his wife

George E. Rullman, Esq.
Bee Buildings, Annapolis, Md.

FILE IN LEGAL COUNTY

BLOCK NO.

Received for Record ..... day of ..... 19 ..... at ..... o'clock ..... M. Same day recorded in Liber ..... No. ..... Folio ..... & re-recorded in Liber GTC No. 1098 Folio 586 Geo. T. Cromwell, Clerk

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 FEB 14 PM 2:29

ASSMT

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 MAY 29 PM 2:30

FILED

one of the Land Records of ANNE ARUNDEL COUNTY 1960 MAR 15 AM 9:22 Clerk

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1960 MAR 15 AM 9:22 Examined per

Cost of Record $ & RECORDED IN LIBER GTC NO. 1098 FOLIO 586 GEO. T. CROMWELL, CLERK

& RECORDED IN LIBER GTC NO. 1098 FOLIO 586 GEO. T. CROMWELL, CLERK

& RECORDED IN LIBER GTC NO. 1098 FOLIO 586 GEO. T. CROMWELL, CLERK

100

FOR VALUE RECEIVED we hereby assign the within mortgage and the debt secured thereby to MARY T. BOARD, without recourse.

WITNESS our hands and seals this 28th day of May 1957.

WITNESS:

Barbara Ann Thompson
Barbara Ann Thompson

Stanley L. Fairall (SEAL)
Stanley L. Fairall

Ruth L. Fairall (SEAL)
Ruth L. Fairall

FOR VALUE RECEIVED we hereby assign the within mortgage and the debt secured thereby to Mary T. Board, without recourse, this first day of March 1960.
WITNESS the name of The Annapolis Banking and Trust Co. by J.Pierre Bernard, its President, and its corporate seal hereunto affixed:

WITNESS:

THE ANNAPOLIS BANKING & TRUST COMPANY
By: J. Pierre Bernard President

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

A S S I G N E E ' S S A L E O F

VALUABLE FEE SIMPLE PROPERTY
IN THE THIRD ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from Robert J. Herren and Mary Bell Herren, his wife, dated February 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098, folio 583, default having occurred thereunder; which mortgage by various assignments is now vested in Mary T. Board as of March 1, 1960, and subsequently assigned, on March 2, 1960 unto William W. Townshend, Jr., Attorney, for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

TUESDAY, APRIL 12, 1960

at 2:00 o'clock, p.m.

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

BEGINNING for the same at an iron pipe set at the end of the second line of the conveyance from James Raymond Tolson and Alice, his wife, to Carvil O. Shockley and Laura E., his wife, by deed dated November 21, 1941, and recorded among the Land Records of Anne Arundel County in Liber JMH No. 281, folio 204; and running from thence and with said road, South 02° 16' East 51.66 ft. to a pipe; thence leaving the road and running with a line midway between the two houses built on the lot described in the above mentioned conveyance, and running to divide said lot, North 84° 33' West 397 ft. to a pipe set in the last line of said conveyance; thence with part of the same and with the third line of said conveyance, North 0° 44' West 52.48 ft. to a pipe found; and South 84° 24' 30" East 395.82 ft. to the place of beginning; containing 0.47 of an acre of land.

BEING the same property conveyed unto Robert J. Herren and Mary Bell Herren, his wife by Stanley L. Fairall and Ruth L. Fairall, his wife, by deed dated February 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098, folio 581.

This property is improved by a one story, frame dwelling with six rooms, one bath, electricity and space heater. The property is located off the Mago-Vista Road, Third Election District, near Jones Station, Anne Arundel County, Maryland.

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
Assignee
Towns-Worth Bldg., South Street
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette - March 24 and April 7.
Please send 25 handbills.

FILED
1960 MAR 15 PM 2:16

6

LIBER 124 PAGE 366

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT J. HERREN AND MARY BELL HERREN, HIS WIFE	* * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,694 Equity

* * *

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Robert J. Herren and Mary Bell Herren, his wife, to Stanley L. Fairall and Ruth L. Fairall, his wife, dated February 14, 1957 and recorded among the Land Records of Anne Arundel Co. in liber G.T.C. No. 1098, folio 583, and subsequently assigned to Mary T. Board----------		$ 4,150.00
Total amount paid on acct. of principal		1,168.11
		$ 2,981.89
Interest due - Dec.14,1959 to April 1, 1960	$ 48.83	
" " April 1, 1960 to April 12, 1960	5.52	54.35
Total amount of indebtedness due		$3,036.24

William W. Townshend

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of March, 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee, 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

FILED

1960 MAR 15 PM 2:10

LIBER 10 PAGE 205

LIBER 124 PAGE 367

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

#13,694 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr. 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 Four Thousand Five Hundred Dollars ($4,500.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of March, 19 60.

WHEREAS by virtue of a power of sale contained in a Mortgage from Robert J. Herren and Mary Bell Herren, his wife to Stanley L. Fairall and Ruth L. Fairall, his wife, bearing date on or about the 14th day of February, 19 57, 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 principal does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle

Ethel M. Carle

(SEAL)
William W. Townshend, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney in fact

SURETY

FILED

1960 MAR 17 AM 10:51

Bond filed and approved this 17th day of March 1960
George F. Cromwell, Clerk

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 124 PAGE 368

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 7th day of April, 1950, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney for Mary T. Board

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Robert J. Herren and Mary Bell Herren

~~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 seventh day of April, 19 60.

VIOLA J. BROWN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Notarial Seal

Viola J. Brown Notary Public

My Commission will expire on: May 1, 1961

Filed,

FILED
1960 APR -7 AM 11:13

9

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

Assignee's Sale

Of Valuable Fee Simple Property

IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from Robert J. Herren and Mary Bell Herren, his wife, dated February 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098, folio 583, default having occurred thereunder; which mortgage by various assignments is now vested in Mary T. Board as of March 1, 1960, and subsequently assigned, on March 2, 1960 unto William W. Townshend, Jr., Attorney, for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

Tues., April 12, 1960, at 2:00 O'Clock, P.M.

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

BEGINNING for the same at an iron pipe set at the end of the second line of the conveyance from James Raymond Tolson and Alice, his wife, to Carvil O. Shockley and Laura E., his wife, by deed dated November 21, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 281, folio 204; and running from thence and with said road, South 02° 16' East 51.66 ft. to a pipe; thence leaving the road and running with a line midway between the two houses built on the lot described in the above mentioned conveyance, and running to divide said lot, North 84° 33' West 397 ft. to a pipe set in the last line of said conveyance; thence with part of the same and with the third line of said conveyance, North 0° 44' West 52.48 ft. to a pipe found; and South 84° 24' 30" East 395.82 ft. to the place of beginning; containing 0.47 of an acre of land.

BEING the same property conveyed unto Robert J. Herren and Mary Bell Herren, his wife by Stanley L. Fairall and Ruth L. Fairall, his wife, by deed dated February 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098, folio 501.

This property is improved by a one story, frame dwelling with six rooms, one bath, electricity and space heater. The property is located off the Mago-Vista Road, Third Election District, near Jones Station, Anne Arundel County, Maryland.

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, Assignee, Towns-Worth Bldg., South Street,
Annapolis, Md.

Robert H. Campbell, Auctioneer

A-7

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 369

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 7, 1960

We hereby certify, that the annexed

Assignee's Sale

Robert J. Herren

13,694

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 April, 1960. The first insertion being made the 17th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR 12 PM 2:30

[illegible]

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

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

#13.694

LIBER 124 PAGE 370

ASSIGNEE'S SALE

OF VALUABLE

Fee Simple Property

IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from Robert J. Herren and Mary Bell Herren, his wife, dated February 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098, folio 583, default having occurred thereunder; which mortgage by various assignments is now vested in Mary T. Board as of March 1, 1960, and subsequently assigned, on March 2, 1960 unto William W. Townshend, Jr., Attorney, for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

Tuesday, April 12, 1960

at 2:00 o'clock p.m.

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

BEGINNING for the same at an iron pipe set at the end of the second line of the conveyance from James Raymond Tolson and Alice, his wife, to Carvil O. Shockley and Laura E., his wife, by deed dated November 21, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 281, folio 204; and running from thence and with said road, South 02 degrees 16' East 51.66 ft. to a pipe; thence leaving the road and running with a line midway between the two houses built on the lot described in the above mentioned conveyance, and running to divide said lot, North 84 degrees 33' West 397 ft. to a pipe set in the last line of said conveyance; thence with part of the same and with the third line of said conveyance, North 0 degrees 44' West 52.48 ft. to a pipe found; and South 84 degrees 24' 30" East 395.82 ft. to the place of beginning; containing 0.47 of an acre of land.

BEING the same property conveyed unto Robert J. Herren and Mary Bell Herren, his wife, by Stanley L. Fairall and Ruth L. Fairall, his wife, by deed dated February 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098, folio 581.

This property is improved by a one-story, frame dwelling with six rooms, one bath, electricity and space heater. The property is located off Mago-Vista Road, Third Election District, near Jones Station, Anne Arundel County, Maryland.

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
Assignee

Towns-Worth Bldg., South Street
Annapolis, Maryland

FILED

1960 APR 14 AM 10:01

Annapolis, Maryland
April 12, 1960

I hereby certify that I have this 12th day of April, 1960, sold the property described on the reverse hereof unto

at and for the sum of $3,600.00

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

Robert H. Campbell

Robert H. Campbell

Annapolis, Maryland
April 12, 1960

I/We hereby certify that I/we have this 12th day of April, 1960, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of $3,600.00

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

Julian W. Stevens

J. W. Stevens

Purchaser

A. E. Stevens.

Purchaser

A. Elizabeth Stevens.

Box 499
Rt 2
Arnold

FILED

1960 APR 14 AM 10:01

12

ORDER NISI

LIBER 124 PAGE 372

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ROBERT J. HERREN AND
MARY BELL HERREN, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,694 Equity

Ordered, this 14th day of April, 19 60, That the sale of the Property in these proceeding mentioned made and reported by William W. Townshend, Jr., Assignee

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.

The report states that the amount of sale was $ 3,600.00

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

FILED
1960 APR 14 AM 10:01

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ROBERT J. HERREN AND
MARY BELL HERREN, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 24th day of May, 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. Crowe
JUDGE.

FILED
1960 MAY 24 PM 12:06

LIBER 124 PAGE 373

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. 13,694 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT J. HERREN and MARY BELL HERREN, his wife.

Ordered, this 14th day of April, 1960. That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Assignee 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.

The report states that the amount of sale was $3,600.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,694

Robert J. Herren

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 May, 1960. The first insertion being made the 21st day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14621 1960 MAY 14 AM 11:19 By A. Tilghman

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
Robert J. Herren
and
Mary Bell Herren, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,694 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

June 6, 1960

FILED

1960 JUN -7 AM 10:33

18

Dr. In the Matter of the Mortgaged Real Estate of Robert J. Herren and Mary Bell Herren, his wige

			in ac.	
To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	138	70	188	70
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	85	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	84		
Globe Indemnity Co. - bond premium	18	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	4	40		
Viola J. Brown - notary fees	1	50	198	70
To Assignee for Taxes, viz:				
1960 State and County taxes ($72.73) - adjusted to 4/12/60	21	21	21	21
To Stanley L. Fairall and Ruth L. Fairall, his wife, mortgagees - in full for mortgageclaim filed	3,036	24	3,036	24
To Robert J. Herren and Mary Bell Herren, his wife, mortgagors - this balance	127	05	127	05
			3,623	40

with William W. Townshend, Assignee Cr.

1960						
Apr.	12	Proceeds of Sale	3,600	00		
		Interest on deferred payment of $3,100.00 - 45 days	23	40	3,623	40
					3,623	40

20

LIBER 124 PAGE 371

ORDER NISI

In the Matter of the Mortgaged
Real Estate
of ~~VERSUS~~
Robert J. Herren
and
Mary Bell Herren, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,694 Equity.

FILED
1960 JUN -7 AM 10:33

ORDERED, This 7th day of June, 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 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 11th day of July next.

George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of July, 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 JUL 12 AM 11:13

D. Boone Duckett

21

OFFICE F

LIBER 124 PAGE 378

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,694

Auditor Account

Robert J. Herren

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 July, 1960. The first insertion being made the 9th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -8 PM 1:50

By J. Tilghman

No. M. G.

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No 13,694 Equity
In the Matter of the Mortgaged Real Estate of
ROBERT J. HERREN and
MARY BELL HERREN, his wife

Ordered, this 7th day of June, 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 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 11th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-23

LIBER 124 PAGE 379

LOUIS M. STRAUSS, 124 South Street, Annapolis, Maryland Assignee	:	
vs.	:	IN THE
LOUIS S. HILL and EVELYNE J. HILL, his wife,	:	CIRCUIT COURT FOR
and	:	ANNE ARUNDEL COUNTY
JOSEPH R. JOHNSTON and ELIZABETH M. JOHNSTON, his wife.	:	EQUITY NO. 13,216
and	:	
THE KEY CONSTRUCTION CORPORATION, a body corporate	:	

: : : : :

ORDER TO DOCKET FORECLOSURE AND EXHIBITS

Mr. Clerk:

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

Louis M. Strauss
124 South Street,
Annapolis, Maryland
Assignee

STATEMENT OF CLAIM

To principal of mortgage dated March 12, 1956	$8,800.00
Less payments on principal	7,000.00
Balance due	1,800.00
Interest from June 21, 1956 to April 21, 1959	30.60
	$1,830.60

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 2nd day of May, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Assignee, and made oath in due form of law that the aforegoing account is true and that the said Louis S. Hill and Joseph R. Johnston are not subject to the U.S. Selective Service Act or the Soldiers' and Sailors Civil Relief Act as amended.

Witness my hand and Notarial Seal.

FILED

1959 MAY -5 PM 1:52

Mildred F. Bean - Notary Public

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 124 PAGE 380

LIBER 1008 PAGE 199

Equity No. 13,216

PURCHASE MONEY
THIS MORTGAGE, Made this 12th day of March,

in the year nineteen hundred and fifty-six, by and between Louis S. Hill and Evelyne J. Hill, his wife, and Joseph R. Johnston and Elizabeth M. Johnston, his wife,

Mortgagors of the Anne Arundel County, in the State of Maryland, of the first part, and

Cecil C. Knighton and Martha Elizabeth Knighton, his wife, Mortgagees, of the second part:

Whereas, the Mortgagors are justly and bonafidely indebted unto the Mortgagees in the full and just sum of Eight Thousand Eight Hundred ($8,800.00) Dollars, representing the purchase price of the hereinafter described property, and

Whereas, the holder of said mortgage indebtedness is due two years from the date hereof, with interest at the rate of Six (6%) Percent per annum, and the Mortgagees agree to Release from the force and effect of this mortgage the following lots, upon receipt of the monies set forth opposite said lot numbers, as follows:

Lots Nos. 45, 46, 47 and 48 hereinafter described may be released individually upon the payment of One Thousand ($1,000.00) Dollars, for each lot, leaving the remainder of the mortgage indebtedness after such payment to be due and payable as aforesaid.

Lots Nos. 41, 42, 43, 44, 66, 67, 68 and 69 hereinafter described may be released individually or collectively from the force and effect of this mortgage at the option of the Mortgagors, upon payment to the Mortgagees, the sum of Six Hundred ($600.00) Dollars, for each lot to be so released, and said sums so received shall be credited against the mortgage indebtedness aforesaid.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors,

do grant and convey unto Mortgagees, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit:—

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

Being Lots Nos. 41, 42, 43, 44, 45, 46, 47, 48, 66, 67, 68 and 69, in the development of Pride Village, as shown on a Plat of Pride Village, said plat being recorded among the Plat Records of Anne Arundel County in Cabinet 4, Rod G-8, Plat No. 3, now Book 24, Page No. 39; as suveyed by James D. Hicks, Registered Surveyor, in September, 1953.

BEING the same lots of ground conveyed to Louis S. Hill and wife, and Joseph R. Johnston and wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1959 MAY -5 PM 1:52

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 parcels of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Eight Thousand Eight Hundred- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or Louis M. Strauss duly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred- - - - - - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, doth hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or Louis M. Strauss their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further 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 Eight Thousand Eight Hundred- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the hands and seals of said Mortgagors.

TEST:

Louis M. Strauss

Louis S. Hill [SEAL]

Evelyne J. Hill [SEAL]

Joseph R. Johnston [SEAL]

Elizabeth M. Johnston (SEAL)

State of Maryland, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify, that on this 12 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 County aforesaid, personally appeared Louis S. Hill and Evelyne J. Hill, his wife, and Joseph R. Johnston and Elizabeth M. Johnston, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Cecil C. Knighton and Martha Elizabeth Knighton, 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.

Mildred F. Bean
Notary Public

Rec'd for record Mar 13 1956 at 2:45 pM.
Filed to Louis M. Strauss

4

PURCHASE MONEY
N
MORTGAGE
FROM

Louis S. Hill and Evelyne J. Hill, his wife, and
Joseph R. Johnston and Elizabeth M. Johnston, his wife
TO
Cecil C. Knighton and
Martha Elizabeth Knighton, his wife

BLOCK NO.

Received for Record 13 MARCH 1956, at 245 o'clock P M. Same day recorded in Liber GTC No. 1008 Folio 199 &c., LAND Records of AAC

and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record, $ 7.75 Paid

LOUIS M. STRAUSS
124 South St.
Annapolis, Maryland

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 APR 21 AM 10:44
& RECORDED IN LIBER GTC NO. 1008 FOLIO 202
GEO. T. CROMWELL, CLERK

The Daily Record Co., Baltimore, Md.

FOR VALUE RECEIVED we hereby assign the within mortgage and the debt thereby secured to and unto Louis M. Strauss, Attorney, for the purpose of Foreclosure, and authorize him to distribute the proceeds from said sale without obligation on the part of the purchaser or purchasers to see to the distribution thereof to and unto Robert L. Trott and Walter L. Trott.

Witness our hands and seals this 31st day of March, 1959.

Witness:

Mildred F. Bean
Mildred F. Bean

Cecil C. Knighton (SEAL)
Cecil C. Knighton

Martha E. Knighton (SEAL)
Martha E. Knighton

G 22086

LIBER 124 PAGE 384

LIBER 9 PAGE 597

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 13,216 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Five Hundred Dollars ($2,500.00) - - - - - - - - - , current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of May, 1959.

WHEREAS by virtue of a power of sale contained in a Mortgage from Louis S. Hill and Joseph R. Johnston, Et al to Cecil C. Knighton and Martha Knighton, bearing date on or about the 12th day of March 1956, the said Louis M. Strauss as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the principal and interest aforesaid, and the said Louis M. Strauss as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS:

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

Louis M. Strauss (SEAL)
Louis M. Strauss, PRINCIPAL
GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond Approved this 15th day of May 1959.
George T. Cromwell, Clerk

FILED
1959 MAY 15 AM 9:45

6

LIBER 124 PAGE 385

LOUIS M. STRAUSS
Solicitor
Annapolis, Maryland

Assignee's Sale

OF VALUABLE BUILDING LOTS OF GROUND LOCATED

ON THE NORTH SIDE OF COUNTY ROAD LEADING FROM ARNOLD TO SHORE ACRES. IN DEVELOPMENT OF PRIDE VILLAGE

Under and by virtue of the powers contained in a mortgage dated March 12, 1956, aod recorded amoog the Laod Records of Anne Arundel County in Liber G.T.C. No. 1008, folio 199. default having occurred under the terms of said mortgage and debt thereby secured, and said mortgage having been duly assigned to the undersigned for foreclosure; I, the uodersigned, will offer for sale and sell at the Court House Door, Annapolis, Maryland, on

Friday,
May 15, 1959
At 11 A.M. (D.S.T.)

All those three unimproved lots of ground knowo and desigoated as Lots Nos. 41, 66 and 67, as shown on a Plat of Pride Village, recorded amoog the Plat Records of Anne Arundel County in Cabinet 4, Rod G-8, Plat No. 3, now Book 24, page 39; said lots facing Roe Lane as shown on the aforesaid Plat.

BEING a part of the lots cooveyed to Louis S. Hill and Evelyne J. Hill, his wife, and Joseph R. Johnston and Elizabeth M. Johnston, his wife, by Deed dated March 12, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1008, folio 197.

Said lots are individually suitable for developmeot subject to the Zoning Regulations aod Health Regulations of Anoe Aruodel County, Maryland.

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

For further particulars apply to undersigoed, 124 South Street, Annapolis, Marylaod.

LOUIS M. STRAUSS
Assignee

M-14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1959

We hereby certify, that the annexed

Assignee's Sale

Louis S. Hill

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 15th day of May, 1959. The first insertion being made the 24th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Talghman

FILED

1959 MAY 18 AM 10:31

7

LOUIS M. STRAUSS, Assignee	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
LOUIS S. HILL, et al	:	EQUITY NO. 13,216

: : : : :

Certificate of Publication REPORT OF SALE

The report of Louis M. Strauss, ~~Assignee~~ named in Mortgage in these proceedings, respectfully represents., and assignee of mortgage represents:

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the ~~Evening Capital~~, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 15th day of May, 1959, at 11 o'clock A.M., Eastern Daylight Time, and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Six Hundred (600.00) Dollars, to and unto the said Robert L. Trott and Walter L. Trott.

Respectfully submitted,

Louis M. Strauss
Louis M. Strauss, Attorney named in Mortgage and Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of May, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, ~~Attorney named~~ assignee and in mortgage, and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

FILED

1959 MAY 18 AM 10

Mildred F. Bean
Mildred F. Bean - Notary Public

ORDER NISI

LIBER 124 PAGE 387

Louis M. Strauss, Assignee

versus

Louis S. Hill, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,216 Equity

Ordered, this 18th day of May, 1959, That the sale of the Property in these proceedings mentioned made and reported by Louis M. Strauss, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of June next.

The report states that the amount of sale was $ 600.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 MAY 18 AM 10:31

TEST: _____ Clerk.

(Final Order)

Louis M. Strauss, Assignee

versus

Louis S. Hill, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

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

Matthew S. Evans

JUDGE.

FILED

1959 JUN 24 PM 3:21

9

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 388

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 11, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,216

Louis S. Hill

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 22nd day of June, 1959. The first insertion being made the 19th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,216 Equity

LOIS M. STRAUSS, Assignee

versus

LOUIS S. HILL, et al

Ordered, this 18th day of May, 1959, that the sale of the Property in these proceedings mentioned made and reported by Louis M. Strauss, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of June next.

The report states that the amount of sale was $600.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

JU-9

FILED

No. 1959 G. JUN 11 PM 3:08

In the Case of

Louis M. Strauss,
Assignee
vs.
Louis S. Hill and Evelyn C. Hill,
his wife
and
Joseph A. Johnston and
Elizabeth M. Johnston, his wife, et al.

In the

Circuit Court

For

Anne Arundel County

No. 13,216 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 31, 1960

FILED
1960 JUN -9 PM 3.54

Dr. Louis M. Strauss, Assignee vs. Louis S. Hill and Evelyn J. Hill, in ac. his wife, and Joseph A. Johnston and Elizabeth M. Johnston, his wife, et al

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	39	05	139	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	33	75		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co.- bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Mildred F. Bean - notary fees	1	00	91	85
To Cecil C. Knighton and Martha E. Knighton, his wife, mortgagees - this balance on account mortgage claim	325	15	325	15
			607	55
Amount of mortgage claim filed	1,830	60		
Interest on principal balance of $1,800. from 4/21/59 to 5/15/59 - 24 days @ 6%	7	20		
	1,837	80		
Cr. Amount allowed above	325	15		
Balance subject to decree in personam	1,512	65		

12

with Louis M. Strauss, Assignee Cr.

1959				
May	15	Proceeds of Sale	600 00	
		Interest on deferred payment of $100.00	1 00	601 00
		Refund 1959 State and County taxes ($19.30) - 5½ months	6 55	6 55
				607 55

ORDER NISI LIBER 124 PAGE 392

Louis M. Strauss,
Assignee
VERSUS
Louis S. Hill and Evelyn J. Hill, his wife
and
Joseph A. Johnston and Elizabeth M. Johnston, his wife, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,216 Equity.

ORDERED, This 10th day of June, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of 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 15th day of July next.

George T. Cromwell

FILED 1960 JUN -9 PM 3:54

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of July, 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~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

FILED
1960 JUL 18 AM 11:06

LIBER 124 PAGE 393

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,216 Equity
Louis M. Strauss, Assignee
versus
Louis S. Hill and Evelyn J. Hill, his wife
Joseph A. Johnston and Elizabeth M. Johnston, his wife, et al

Ordered this 10th day of June, 1960, That the Report and Account of the Auditor filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided a copy of this Order be insterted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy TEST:
GEORGE T. CROMWELL, Clerk
Ju-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,216
Auditor Account

Louis S. Hill

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 15th day of July, 1960. The first insert on being made the 14th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
'60 JUN 21 PM 1:57
M. C.

A. STEPHEN GREGORIUS, ATTORNEY NAMED IN MORTGAGE, Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
RICHARD T. SELF and	*	OF
ELSIE V. SELF, his wife, and	*	ANNE ARUNDEL COUNTY
JOAN V. SELF, Defendants	*	13,613 Equity
	*	18-389

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case, and file the attached mortgage dated August 28th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1232 folio 53 from the above named Defendants to Saint Casimir's Savings and Loan Association, Incorporated,

A Stephen Gregorius

A. Stephen Gregorius, Attorney
named in mortgage

1969 JAN 25 PM 9:17

LIBER 124 PAGE 395

LIBER 1232 PAGE 53 No. 13,613 Equity

This Mortgage, Made this 28th day of August, in the year 1958, between RICHARD T. SELF and ELSIE V. SELF, his wife, and JOAN V. SELF, Mortgagors, and SAINT CASIMIR'S SAVINGS AND LOAN ASSOCIATION, INCORPORATED, a Maryland corporation, Mortgagee.

WHEREAS, the said Mortgagors, being members of said Mortgagee, have received therefrom an advance of Eighty-eight hundred ($8800.00)---------- Dollars on 88 shares of its stock, the execution of this mortgage having been a condition precedent to the granting of the said advance, and to secure future advances, if any, as provided by law, and

WHEREAS the said Mortgagors covenant and agree to repay to the Mortgagee the sum so advanced in the following manner:

By the payment every monthly the sum of $75.68 as principal and interest until the whole sum so advanced shall be paid, said interest to be computed at 6% yearly on the share plan, that is, as each $100.00 of the principal is paid, then the interest shall be reduced in the sum of 50 cents; also to pay at the same time in even instalments the annual taxes, ground rent, insurance premiums and other public charges and assessments that may be levied on the said property.

The said instalment payment may be applied by the Mortgagee in the following order:

First: To the payment of interest.

Second: To the payment of all taxes, ground rent, insurance premiums and other charges or assessments affecting the said property, and

Third: To the payment of the aforesaid principal sum.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of one dollar, the said Mortgagors hereby grant, convey and assign unto the said Mortgagee, all that lot of ground together with the improvements thereon and all rights thereto appurtenant, situated in Anne Arundel County, State of Maryland, known as No. 705 Creswell Road, and

BEING more particularly described in a deed dated of even date herewith, and recorded among the Land Records of Anne Arundel County immediately prior hereto from Wilson J. Gould and wife to the said Mortgagors, reference to said deed hereby being made for complete description.

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein, then this mortgage shall be void.

AND the said Mortgagors covenant with the said Mortgagee as follows:

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

II. Not to remove or demolish any building or fixtures now on the premises and to keep the improvements thereon in good order and repair. It is agreed that all fixtures are to be included in this mortgage, including all bathroom and plumbing fixtures, equipment and accessories, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry tubs, screens, screen doors, storm windows and doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, and motors used in connection therewith.

III. That should the title to the mortgaged property be conveyed, transferred or assigned to any person or corporation other than the Mortgagors whether voluntarily or involuntarily without the Mortgagee's written consent, then the whole of said principal sum shall become due and payable.

IV. That the whole of said principal sum shall become due after default in the payment of any instalment as herein provided for thirty days, or at any time after default in the performance of any of the foregoing covenants.

V. To be bound by the Constitution and By-Laws of the Mortgagee.

VI. That the Mortgagee 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 premiums and account therefore as the Court may direct.

FILED

1960 JAN 25 AM 9:17

2

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

AND it is agreed that until default is made the said Mortgagors shall retain possession of the mortgaged property.

Whenever the singular or plural number is used herein, it shall equally include the others, 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 hands and seals of said Mortgagors:

TEST:

James L. Otto

James L. Otto

Richard T. Self (SEAL)

Richard T. Self

Elsie V. Self (SEAL)

Elsie V. Self

Joan V. Self (SEAL)

Joan V. Self

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

LIBER 1232 PAGE 55

I HEREBY CERTIFY that on this 28th day of August, 1958, before me, the undersigned Notary Public of the City and State aforesaid, personally appeared Richard T. Self and Elsie V. Self, his wife, and Joan V. Self, daughter the Mortgagors named in the aforegoing mortgage, and acknowledged the foregoing mortgage to be their act; and at the same time appeared William Jasion, 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.

Witness my hand and Notarial Seal.

JAMES L. OTTO NOTARY PUBLIC BALTIMORE, MARYLAND

James L. Otto, Notary Public. 750

Rec'd for record Sept. 4, 1958 at 11:57 A.M.

Mailed to A. Stephen Gregorius

FOR VALUE RECEIVED, SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INCORPORATED, hereby releases the within mortgage.

WITNESS the corporate seal of said Releasor and the signature of _____ its President, this _____ day of _____, 195__.

TEST:

_____

President.

_____

4

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

LIBER 124 PAGE 397

A. STEPHEN GREGORIUS,
ATTORNEY NAMED IN MORTGAGE,
Plaintiff.

vs.

RICHARD T. SELF and
ELSIE V. SELF, his wife, and
JOAN V. SELF, also known as
RICHARD T. SELPH and
ELSIE V. SELPH, his wife, and
JOAN V. SELPH

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

No. 13,613 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 William Jasion

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.

William Jasion
Affiant.

Subscribed and sworn to before me
this 27th day of July 1959

A. Stephen Gregorius
Notary Public

A. STEPHEN GREGORIUS NOTARY PUBLIC BALTIMORE, MD.

FILED
1960 JAN 25 AM 9:17

6

STATEMENT OF MORTGAG CLAIM

A. STEPHEN GREGORIUS, ATTORNEY
NAMED IN MORTGAGE,
Plaintiff

vs.

RICHARD T. SELF a.k.a.
RICHARD T. SELPH and
ELSIE V. SELF, his wife, a.k.a.
ELSIE V. SELPH and
JOAN V. SELF, a.k.a.
JOAN V. SELPH, Defendants

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 13,613 Equity

LIBER 124 PAGE 398

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$8,800.00
Paid on account	386.27
Principal balance due	8,413.73
Interest, 3 months to 1/28/60	127.50
Total amount due	$8,541.23

Thomas Malanowski
Thomas Malanowski, Secretary

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

I HEREBY CERTIFY, That on this 23rd day of January in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared Thomas Malanowski, Secretary of Saint Casimir's Savings and Loan Association, Incorporated, ~~agent of~~ the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

A. STEPHEN GREGORIUS NOTARY PUBLIC BALTIMORE, MD.

FILED 1960 JAN 25 AM 9:17

As witness my hand and Notarial Seal

A. Stephen Gregorius
Notary Public.

F. 21733 1/55

JER 10 PAGE 196

Case filed 1/26/60
No. 13,613 Equity
D

LIBER 124 PAGE 393

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, A.Stephen Gregorious, 311 Hopkins Road, Baltimore 12, Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine thousand - - - - - - - - - - - - -($9,000.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of March, in the year of our Lord 1960

WHEREAS, the above bounden A. Stephen Gregorious

by virtue of the power contained in a mortgage from Richard T. Self, et al to St. Casimir's Savings & Loan Asso., Inc. bearing date the 28th day of August, 1958 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1232 Folio 53 and A. Stephen Gregorious

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 A. Stephen Gregorious

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 A. Stephen Gregorious

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

Signed, Sealed and Delivered in the Presence of

Estelle M. Gregorious

A. Stephen Gregorious [SEAL]
A. Stephen Gregorious

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Catherine F. Minderlein
Catherine F. Minderlein

Attorney-in-fact

Bond approved this 11th day of March 1960
George T. Cromwell, Clerk

FILED
1960 MAR 11 AM 9:50

8

A. STEPHEN GREGORIUS
ATTORNEY AT LAW
311 HOPKINS ROAD
BALTIMORE 12, MD.

Attorney's Sale

Of Valuable Fee Simple Property Known As No. 705 Creswell Road

Under and by virtue of a power of sale contained in a mortgage in a case entitled "A. Stephen Gregorius, Attorney named in mortgage vs. Richard T. Self, a.k.s. Richard T. Selph...," et al, dated August 28th, 1958 and recorded in GTC No. 1232, folio 53, filed in the Circuit Court on or about January 26th., 1960, the undersigned Attorney will offer for sale at public auction on the premises on

SATURDAY, MARCH 19TH., 1960
AT 2:00 P.M.

All that fee simple lot of ground situated in Arundel Gardens, Anne Arundel County, Maryland, and described as follows:

Beginning at a pipe on the south side of Creswell Road, said pipe being located North 85 degrees west 900 feet from the intersection of the south side of Creswell Road and the west side of Robinwood Road as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 5, and running thence through Lot No. 75, South 05 degrees west 100 feet to a pipe, and running thence North 85 degrees west 45 feet to a pipe, thence passing through Lot No. 73, North 05 degrees east 100 feet to a pipe on the south side of Creswell Road, thence with the same, South 85 degrees east 45 feet to the place of beginning. Being the westernmost 5 feet of Lot No. 75, all of the Lot No. 74, and the easternmost 15 feet of Lot No. 73, Section T, as shown on the above mentioned plat of Arundel Gardens. The improvements threron are known as No. 705 Creswell Road, and consist of a one-story and attic frame asbestos shingled dwelling.

No.

Subject to restrictions of record, if any, affecting same.

9

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

A. STEPHEN GREGORIUS,
Attorney
E. T. NEWELL & CO., INC.
Auctioneer M-17

OFFICE O.

Maryland Gazette

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

LIBER 124 PAGE 400

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 6, 1960

We hereby certify, that the annexed Attorney's Sale Richard T. Self

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 19th day of March, 1960. The first insertion being made the 18th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
960 MAR-15 PM 3:03
ok. [illegible]

By H. Tilghman

LIBER 124 PAGE 401

A. STEPHEN GREGORIUS, ATTORNEY NAMED IN MORTGAGE, Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
RICHARD T. SELF and ELSIE V. SELF, his wife, and JOAN V. SELF, Defendants	*	OF ANNE ARUNDEL COUNTY

****

CERTIFICATION

E. T. NEWELL & COMPANY, INC. hereby certifies that on the 19th day of March, 1960, it sold at public auction for the highest price obtainable, to ST. CASIMIR'S SAVINGS & LOAN ASSOCIATION, INC. the property described as follows:

Being known and designated as No. 705 Creswell Road, Anne Arundel County, Maryland, situated on the south side of Creswell Road, fronting 45 feet on said road, with a depth of 100 feet, at and for the price of NINETY-SIX HUNDRED ($9,600.00) dollars

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

E. T. NEWELL & CO. INC. SEAL

John M. Miller, Jr., ~~Vice~~ President

I hereby certify that I purchased the above described property at and for the price of NINETY-SIX HUNDRED DOLLARS and agree to abide by the terms of sale.

In testimony whereof the said purchaser has caused these presents to be signed and sealed this 19th day of March, 1960.

ST. CASIMIR'S SAVINGS & LOAN ASSOCIATION, INC. ~~(SEAL)~~

By William Jasion ~~(SEAL)~~
WILLIAM JASION, PRESIDENT

FILED

1960 MAR 28 AM 9:47

10

A. STEPHEN GREGORIUS, ATTORNEY NAMED IN MORTGAGE, Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
RICHARD T. SELF and ELSIE V. SELF, his wife, and JOAN V. SELF, Defendants	*	OF ANNE ARUNDEL COUNTY

* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of A. Stephen Gregorius, Attorney named in mortgage dated August 28th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1232, folio 53, from the said Richard T. Self and Elsie V. Self and Joan V. Self, to Saint Casimir's Savings and Loan Association, Incorporated, which mortgage is filed in said cause pending, respectively 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, A. Stephen Gregorius, 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 19th day of March, 1960, at 2:00 PM, attend on the premises and then and there sold the fee simple property situated in Anne Arundel County, known as No. 705 Creswell Road, and being more particularly described in said mortgage and the attached advertisement of sale.

By terms of sale, a cash deposit of $500.00 was required of the purchaser at time and place of sale.

The property was sold to SAINT CASIMIR'S SAVINGS AND LOAN ASSOCIATION, INCORPORATED, at and for the price of Ninety-six hundred dollars ($9,600.00), in fee simple, said purchaser being

FILED
1960 MAR 28 AM 9:47

then and there the highest bidder, and said sale was fairly made.

A. Stephen Gregorius, Attorney
A. Stephen Gregorius, Attorney
named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this day of March, 1960, before me, the undersigned Notary Public of the State and City aforesaid, personally appeared A. Stephen Gregorius, Attorney, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein stated and that the sale thereby reported was fairly made.

James L. [illegible]
Notary Public

B

CONTRACT OF SALE

7500 8000

Baltimore, March 19, 19 60

I/We _____ have this day purchased at Public Auction for the price of $ #9600— the property No. Known as No. 705 Crossfield Road, In Fee-Simple, Anne Arundel Co., Md.

From A. Stephen Gregorius, Attorney

_____,

of which a deposit of Cash _____ Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Circuit Court of ~~Baltimore City~~ Anne Arundel. All rents, taxes and expenses to be adjusted to date of sale.

The ~~Daily Record~~ Md. Gazette Advertisement of February 18, 1960, is hereby incorporated herein.

Signed: [illegible] (Seal)
Purchaser

_____ (Seal)
Purchaser

_____ (Seal)

_____ (Seal)

WITNESS:
as to signatures and
receipt of deposit.

E. T. Newell & Co., Inc.
Auctioneers

13

227

12

A. STEPHEN GREGORIUS
ATTORNEY AT LAW
311 HOPKINS ROAD
BALTIMORE 12, MD.

Attorney's Sale

Of Valuable Fee Simple Property Known As No. 705 Creswell Road

Under and by virtue of a power of sale contained in a mortgage in a case entitled "A. Stephen Gregorius, Attorney named in mortgage vs. Richard T. Self, a.k.s. Richard T. Selph...." et al, dated August 28th, 1958 and recorded in GTC No. 1232, folio 53, filed in the Circuit Court on or about January 26th., 1960, the undersigned Attorney will offer for sale at public auction on the premises on

SATURDAY, MARCH 19TH., 1960 AT 2:00 P.M.

All that fee simple lot of ground situated in Arundel Gardens, Anne Arundel County, Maryland, and described as follows:

Beginning at a pipe on the south side of Creswell Road, said pipe being located North 85 degrees west 900 feet from the intersection of the south side of Creswell Road and the west side of Robinwood Road as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 5, and running thence through Lot No. 75, South 05 degrees west 100 feet to a pipe, and running thence North 85 degrees west 45 feet to a pipe, thence passing through Lot No. 73, North 05 degrees east 100 feet to a pipe on the south side of Creswell Road, thence with the same, South 85 degrees east 45 feet to the place of beginning. Being the westernmost 5 feet of Lot No. 75, all of the Lot No. 74, and the easternmost 15 feet of Lot No. 73, Section T, as shown on the above mentioned plat of Arundel Gardens. The improvements thereon are known as No. 705 Creswell Road, and consist of a one-story and attic frame asbestos shingled dwelling.

Subject to restrictions of record, if any, affecting same.

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

A. STEPHEN GREGORIUS,
Attorney

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

M-17

ORDER NISI

LIBER 124 PAGE 405

A. Stephen Gregorius, Attorney
Named in Mortgage,

versus

Richard T. Self and
Elsie V. Self, his wife and
Joan V. Self

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,613 Equity

Ordered, this 28th day of March, 19 60, That the sale of the Property in these proceedings mentioned made and reported by A. Stephen Gregorius, Attorney named in mortgage

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.

The report states that the amount of sale was $ 9,600.00

True Copy, George T. Cromwell Clerk.

FILED 1960 MAR 28 AM 9:47 TEST: _____ Clerk.

(Final Order)

A. Stephen Gregorius, Attorney
Named in Mortgage

versus

Richard T. Self and
Elsie V. Self, his wife and
Joan V. Self

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of May, 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. Crown
JUDGE.

FILED
1960 MAY -9 PM 3:42

14

F. 21733 1/55

LIBER 10 PAGE 219

LIBER 124 PAGE 406

No. 13,613 Equity

ADDITIONAL BOND

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, A. Stephen Gregorious, 311 Hopkins Road, Baltimore 12, Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six hundred - ($600.00) - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of March, in the year of our Lord 1960

WHEREAS, the above bounden A. Stephen Gregorious

by virtue of the power contained in a mortgage from Richard T. Self, et al to A. Stephen Gregorious bearing date the 28th day of August, 1958 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1232 Folio 53 and A. Stephen Gregorious

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 A. Stephen Gregorious

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 A. Stephen Gregorious

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

Signed, Sealed and Delivered in the Presence of

James L. Otto

A. Stephen Gregorious [SEAL]
A. Stephen Gregorious

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-Fact

Attorney-in-Fact

As to Surety

Catherine F. Minderlein
Catherine F. Minderlein

Bond approved this 5th day of April 1960
George T. Cromwell, Clerk

FILED

1960 APR -5 PM 2:20

13

OFFICE LIBER 124 PAGE 407

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. 13,613 Equity
A. STEPHEN GREGORIUS, Attorney Named In Mortgage
VERSUS
RICHARD T. SELF and ELSIE V. SELF, his wife and JOAN V. SELF

Ordered, this 28th day of March, 1960, That the sale of the Property in these proceedings mentioned made and reported by A. Stephen Gregorius, Attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shewn 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.

The report states that the amount of sale was $9,600.00

GEORGE T. CROMWELL, Clerk.
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk.
A-21.

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,613.

Richard T. Self

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of May, 1960. The first insertion being made the 31st day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1440/1960 MAY -4 PM 1:41 By H. Tilghman

16

In the Case of

A. Stephen Gregorius,
Attorney named in Mortgage
vs.
Richard T. Self and
Elsie V. Self, his wife, and
Joan V. Self

In the

Circuit Court

For

Anne Arundel County

No. 13,613 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 Order of this Court dated June 3, 1960.

All of which is respectfully submitted.

Laura R. Jeblenj
Auditor.

June 8, 1960

FILED
1960 JUN 14 AM 10:15

Dr. A. Stephen Gregorius, Attorney named in Mortgage vs. Richard in ac.
T. Self and Elsie V. Self, his wife, and Joan V. Self

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	320	06	370	06
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	50		
Clerk of Court - additional costs	3	00		
Jos. W. Alton, Jr. - Sheriff's costs	4	35		
Auditor - stating first account	18	00		
Auditor - stating amended account	9	00	76	85
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (first acct)	4	00		
Capital-Gazette Press - order nisi (second account)	12	00		
The Sun - advertising sale	27	10		
National Surety Corp. - bond premium	38	40		
E.T. Newell & Co.,Inc. - auctioneer's fee	75	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
James L. Otto - notary fees	1	00	255	52
To Attorney for Taxes, viz:				
1959 State and County taxes	132	69		
1960 State and County taxes - 2 months 19 days	35	85	168	54
To Attorney for Benefit Charges, viz:				
1960 water and sewer benefit charges ($8.22) - 2 months 19 days	1	80		
Metered water to 3/1/60	7	20	9	00
To St. Casimir's Savings & Loan Ass'n, Inc., mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim $8,541.23				
Interest on principal balance of $8,413.73 from 1/28/60 to 3/19/60 - 50 days 70.12	8,611	35	8,611	35
To Plaza Corporation, Assignee of the second mortgage filed herein - this balance on account claim (Order 6/3/60)	177	48	177	48
			9,668	80
Amount of second mortgage claim filed	4,602	14		
Cr. Amount allowed above	177	48		
Balance subject to decree in personam	4,424	66		

18

with A. Stephen Gregorious, Attorney named in Mortgage Cr.

1960						
Mar.	19	Proceeds of Sale	9,600	00		
		Interest to 5/2/60 - 1 month 13 days	68	80	9,668	80
					9,668	80

LIBER 124 PAGE 411

ORDER NISI

A. Stephen Gregorious,
Attorney named in Mortgage

VERSUS

Richard T. Self and
Elsie V. Self, his wife, and
Joan V. Self

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,613 Equity.

1960 JUN 14 AM 10:17

FILED

ORDERED, This 14th day of June, 19 60, That the Amended Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of 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 18th day of July next.

Thomas T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of July, 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 JUL 19 PM 12:58

V. Bowie Duckett

OFFICE P

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 412

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,613 Equity
A. Stephen Gregorious
Attorney named in Mortgage
versus
Richard T. Self and
Elsie V. Self, his wife, and
Joan V. Self

Ordered this 14th day of June, 1960, That the Amended Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of 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 18th day of July next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,613 Amended Auditor Account Richard T. Self

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of July, 1960. The first insertion being made the 16th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -8 PM 2:50

By [illegible] Tilghman

No. M. G. _____

21

LIBER 124 PAGE 413

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
CHARLES L. KRAMER and	:	ANNE ARUNDEL COUNTY
JEANNETTE E. KRAMER, his wife	:	In Equity
: : : : : : : : : :		No. 15,336 Equity

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED

1959 JUL 28 AM 11:49

City-County Form.

LIBER 799 PAGE 528

LIBER 124 PAGE 414

No. 13336 Equity

PETITIONER'S EXHIBIT "A."

This Mortgage, Made this 27th day of November, in the year one thousand, nine hundred and fifty-three- - - - - between CHARLES L. KRAMER and JEANNETTE E. KRAMER, his wife, - of Anne Arundel County- - - - - - - - - - - - - -, in the State of Maryland, Mortgagor s, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FIFTY-THREE HUNDRED ($5300.00)- - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described.

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

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

(A) of the sum of FIFTY THREE ($53.00) - - - - - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of SEVEN DOLLARS & SEVENTY FIVE CENTS ($7.75) - - - - Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the 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 under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do- -grant, convey and assign unto the said Mortgagee, its successors and assigns, all those- - lots of ground situate and lying in Anne Arundel County- - in said State, and described as follows: According to Survey made by Ralph G. Snyder, Registered Surveyor, dated November 24, 1953.

BEGINNING for the same at a point in the northwesterly line of Pleasant Drive (thirty feet wide) said point being located north thirty-eight degrees forty-four minutes east one hundred twenty-five and no one-hundredths feet from the intersection of the westerly line of said Drive with the northerly line of a twenty foot road all as shown on the Revised Plat of "Mt. Pleasant Beach" filed among the Land Records of Anne Arundel County in Cabinet 1 Rod P Plat 10 thence leaving said Pleasant Drive and running for a division line through Lots 512, 511 and 510 north fifty-two degrees four minutes west one hundred fifty-three and fifty-four one-hundredths feet to the division line between Lots 510 and 509 thence along a portion of the division line between

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Lots 510 and 509 north thirty-seven degrees fifty-six minutes east fifty and no one-hundredths feet thence running for a division line through said Lots 510, 511 and 512 south fifty-two degrees four minutes east one hundred fifty-four and twenty-four one-hundredths feet to the northwesterly line of said Pleasant Drive thence along the northwesterly line of said Drive south thirty-eight degrees forty-four minutes west fifty and no one-hundredths feet to the place of beginning. Being portions of Lots 510, 511 and 512 as shown on the Revised Plat of Section A"Mt. Pleasant Beach" filed among the Land Records of Anne Arundel County in Cabinet 1 Rod P, Plat 10. Said lots being situate on the northwest side of Pleasant Drive.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by MATTHIAS HIEATZMAN and EVELYN A. HIEATZMAN, his wife, to CHARLES L. KRAMER and JEANNETTE E. KRAMER, his wife, the within Mortgagors.

It is particularly understood and agreed that 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, three months' interest, at the rate specified in this mortgage, on the amount prepaid, shall be paid to the Mortgagee.

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, [illegible] forever in fee simple.

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

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

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hands and seals of the said Mortgagors

WITNESS:

Gertrude Lyons McNeil
GERTRUDE LYONS McNEIL

Charles L. Kramer (SEAL)
CHARLES L. KRAMER

Jeannette E. Kramer (SEAL)
JEANNETTE E. KRAMER

4

LIBER 124 PAGE 417

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 799 PAGE 531

I HEREBY CERTIFY that on this 27th day of November, 1953, before me, the subscriber, a Notary Public, of the State of Maryland in and for ~~the City~~ Baltimore County aforesaid, personally appeared CHARLES L. KRAMER and JEANNETTE E. KRAMER, 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 STANLEY L. HOLMES, - - - - - - - - - Agent ~~President~~ of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee, duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

GERTRUDE LYONS McNEIL NOTARY

Gertrude Lyons McNeil
Notary Public.

My commission expires May 2, 1955.

GERTRUDE LYONS McNEIL

Recorded: December 2, 1953 at 9.15 A.M.

MORTGAGE

FROM

CHARLES L. KRAMER and JEANNETTE E. KRAMER, his wife.

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 2 Dec. 1953 at 9.15 o'clock A.M. Same day recorded in Liber 799 No. 531 Folio ~~1-2~~ etc., one of the Land Records of B.A.Co. and examined per

JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $

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

The Daily Record Company, Baltimore, Md.

FILE NO. 24302

WRITTEN BY

FORM APPROVED

READY FOR RECORD

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
CHARLES L. KRAMER and	:	ANNE ARUNDEL COUNTY
JEANNETTE E. KRAMER, his wife	:	In Equity
: : : : : : : :		No. 13,336 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Charles L. Kramer and Jeannette E. Kramer, his wife to Fraternity Federal Savings and Loan Association, dated November 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 799, folio 528.

Charles L. Kramer et al
Mt. Pleasant Beach
Pasadena, Maryland

July 16, 1959

Original amount of Loan	$5300.00
Interest	1440.26
Taxes	336.94
Sanitary Charge	70.00
Fire Insurance	36.57
	$7183.77
Less Payments	3951.84
Balance due	$3231.93

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

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

I HEREBY CERTIFY that on this 17th day of July, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert R. Moore
Notary Public

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1959 JUL 28 AM 11:49

6

LIBER 124 PAGE 419

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
CHARLES L. KRAMER, and	:	ANNE ARUNDEL COUNTY
JEANNETTE E. KRAMER, his wife	:	In Equity
: : : : : : : : : : : : :		No. 13,[illegible]

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the Mortgage from Charles L. Kramer and Jeannette E. Kramer, his wife, to Fraternity Federal Savings and Loan Association dated November 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 799, folio 528.

Charles L. Kramer & wife
Mt. Pleasant Beach
Pasadena, Maryland

March 1, 1960

Original amount of Mortgage	$5,300.00
Interest	1,560.66
Taxes	336.94
Sanitary Charges	70.00
Fire Insurance	88.25
	$7,355.85
Less Payments	4,328.34
Balance due	$3,027.51

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND)
)TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

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1960 MAR -5 AM 10:27

Herbert R. Moore
Notary Public

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
CHARLES L. KRAMER and	:	ANNE ARUNDEL COUNTY
JEANNETTE E. KRAMER, his wife	:	Equity No. 12,336

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

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

On this 28 day of March, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Charles L. Kramer and Jeannette E. Kramer, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said Charles L. Kramer and Jeannette E. Kramer, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public
HERBERT C. MOORE

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1960 MAR 31 AM 10:28

LIBER 10 PAGE 218.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 124 PAGE 421

Equity No. 13,336.

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND AND 00/100 ($5,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of March in the year of our Lord 1960

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from Charles L. Kramer and Jeannette E. Kramer, his wife to Fraternity Federal Savings and Loan Association, a Body Corporate bearing date the 27th day of November, 1953 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 799 Folio 528 and William C. Rogers

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers

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

In Testimony Whereof, the above bounden William C. Rogers

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore
HERBERT C. MOORE

William C. Rogers (SEAL)
William C. Rogers

(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

Bond filed and approved this 31st day of March 1960
George T. Cromwell, Clerk

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

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
CHARLES L. KRAMER and	:	ANNE ARUNDEL COUNTY
JEANNETTE E. KRAMER, his wife	:	In Equity

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

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in mortgage to make sale of property known as Pleasant Drive, Mt. Pleasant Beach, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, and said Attorney named in mortgage, William C; Rogers, did pursuant to said notice on Saturday, April 2, 1960 at 11:00 A.M. attend at the Court House Door, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Elzie L. Gilbert and Ethyline Gilbert, his wife, at and for the price of $4155.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

I HEREBY CERTIFY that on this 4th day of April, 1960 before me, a subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
Notary Public
HERBERT C. MOORE

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1960 APR -5 AM 10:03

10

LIBER 124 PAGE 423

Legal Notice

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT MT. PLEASANT BEACH, 3RD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Charles L. Kramer and Jeannette E., his wife, dated November 27, 1953, to Fraternity Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 799, folio 528, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

Saturday, April 2, 1960 at 11:00 A. M.

All that lot of ground with improvements thereon described as follows: Beginning for the same at a point in the northwesterly line of Pleasant Drive (30' wide) said point being located North 38 degrees 54' East 125.0 feet from the intersection of the westerly line of said Drive with the northerly line of a 20 foot road all as shown on the "Revised Plat of Mt. Pleasant Beach" filed among the Land Records of Anne Arundel County in Cabinet 1, Rod P, Plat 10 thence leaving said Pleasant Drive and running for a division line through Lots 512, 511 and 510, North 52 degrees 04' West, 153.54 feet to the division line between Lots 510 and 509 thence along a portion of the division line between Lots 510 and 509 North 37 degrees 56' East 50.0 feet thence running for a division line through said Lots 510, 511 and 512 South 52 degrees 04' East 154.24 feet to the northwesterly line of said Pleasant Drive thence along the northwesterly line of said Drive South 38 degrees 44' West 50.0 feet to the place of beginning. Being portions of Lots 510, 511 and 512 as shown on the Revised Plat of Section A "Mt. Pleasant Beach" and described according to a survey by Ralph G. Snyder. Being the same property which by Deed dated November 27, 1953 recorded in JHH 799 fol. 525 was conveyed to said Mortgagors by Matthias Hleatzman and wife. Subject to legal operation and effect of pole line agreements in JHH No. 219, fol. 495 and 514, fol. 121.

IMPROVEMENTS: One-story frame dwelling (5 rooms and bath); hot-air oil heat.

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

ORDER NISI

LIBER 124 PAGE 424

William C. Rogers, Attorney
Named in Mortgage

versus

Charles L. Kramer and
Jeannette E. Kramer, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,336 Equity

Ordered, this 5th day of April, 19 60, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

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

The report states that the amount of sale was $ $4155.00

George T. Cromwell Clerk.

True Copy,

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TEST: _____ Clerk.

(Final Order)

William C. Rogers, Attorney
Named in Mortgage

versus

Charles L. Krammer and
Jeannette E. Kramer, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 11th day of May, 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.

D. Boone Duckett
JUDGE.

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12

ROBERT H. CAMPBELL - - LIBER 124 PAGE 425 - - - - - - - - AUCTIONEER

WINSON G. GOTT, JR., ATTORNEY
Lee Bldg., Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Property

AT MT. PLEASANT BEACH, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Charles L. Kramer and Jeanette E., his wife, dated November 27, 1953, to Fraternity Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 799, folio 528, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

Saturday, April 2, 1960

at 11:00 A.M.

All that lot of ground with improvements thereon described as follows: Beginning for the same at a point in the northwesterly line of Pleasant Drive (30' wide) said point being located North 38 degrees 54' East 125.0 feet from the intersection of the westerly line of said Drive with the northerly line of a 20 foot road all as shown on the "Revised Plat of Mt. Pleasant Beach" filed among the Land Records of Anne Arundel County in Cabinet 1, Rod P, Plat 10 thence leaving said Pleasant Drive and running for a division line through Lots 512, 511 and 510, North 52 degrees 04' West, 153.54 feet to the division line between Lots 510 and 509 thence along a portion of the division line between Lots 510 and 509 North 37 degrees 56' East 50.0 feet thence running for a division line through said Lots 510, 511 and 512 South 52 degrees 04' East 154.24 feet to the northwesterly line of said Pleasant Drive thence along the northwesterly line of said Drive South 38 degrees 44' West 50.0 feet to the place of beginning. Being portions of Lots 510, 511 and 512 as shown on the Revised Plat of Section A "Mt. Pleasant Beach" and described according to a survey by Ralph G. Snyder. Being the same property which by Deed dated November 27, 1953 recorded in J.H.H. 799, fol. 525 was conveyed to said Mortgagors by Matthias Hieatzman and wife. Subject to legal operation and effect of pole line agreements in J.H.H. No. 219, fol. 495 and 514, fol. 121.

IMPROVEMENTS: One-story frame dwelling (5 rooms and bath); hot-air oil heat.

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

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

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I hereby certify that I have this 2nd day of April, 1960, sold the within described property to Elzie L. Gilbert and Ethyline Gilbert, his wife at and for the sum of Four Thousand, One Hundred and Fifty-five Dollars, $4155.00/ they being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Elzie L. Gilbert and Ethyline Gilbert his wife have on this 2nd day of April, 1960, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Four Thousand, One Hundred & Fifty-five Dollars ($4155.00), and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Elzie L. Gilbert

Elzie L. Gilbert

Ethyline Gilbert

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13

Winson G. Gott, Jr., Attorney
Lee Bldg., Annapolis, Md.

Attorney's Sale

Of Valuable Fee Simple Improved Property

3RD ELECTION DICTRICT

Under and by virtue of the power of sale contained in a Mortgage from Charles L. Kramer and Jeanette E., his wife, to Fraternity Federal Savings and Loan Association, dated November 27, 1953, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 799, folio 528, the undersigned will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

Sat., April 2, 1960 at 11 A.M.

All that lot of ground in the subdivision known as "Mt. Pleasant Beach" with a frontage of 50 feet on Pleasant Drive and a depth of 153 feet more or less, being parts of Lots Nos. 510, 511 and 512, Rev. Plat of Sec. A. Mt. Pleasant Beach.

IMPROVED by a one-story frame dwelling (5 rooms and bath); hot-air oil heat.

For full particulars see Evening Captial, Mar. 11, 18, 25 and April 1st issues.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Bldg., 113 E. Balto. St.
Baltimore, Md. M-31

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 421

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1960

We hereby certify, that the annexed

Attorney's Sale

Charles L. Kramer

13,336

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 April, 1960. The first insertion being made the 17th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 14043 1960 APR -7 AM 11:28 By H. Tilghman

14

Legal Notice

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT MT. PLEASANT BEACH, 3RD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Charles L. Kramer and Jeannette E., his wife, dated November 27, 1953, to Fraternity Federal Savings and Loan Association, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 799, folio 528, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

Saturday, April 2, 1960 at 11:00 A. M.

All that lot of ground with improvements thereon described as follows: Beginning for the same at a point in the northwesterly line of Pleasant Drive (30' wide) said point being located North 38 degrees 54' East 125.0 feet from the intersection of the westerly line of said Drive with the northerly line of a 20 foot road all as shown on the "Revised Plat of Mt. Pleasant Beach" filed among the Land Records of Anne Arundel County in Cabinet 1, Rod P, Plat 10 thence leaving said Pleasant Drive and running for a division line through Lots 512, 511 and 510, North 52 degrees 04' West, 153.54 feet to the division line between Lots 510 and 509 thence along a portion of the division line between Lots 510 and 509 North 37 degrees 56' East 50.0 feet thence running for a division line through said Lots 510, 511 and 512 South 52 degrees 04' East 154.24 feet to the northwesterly line of said Pleasant Drive thence along the northwesterly line of said Drive South 38 degrees 44' West 50.0 feet to the place of beginning. Being portions of Lots 510, 511 and 512 as shown on the Revised Plat of Section A "Mt. Pleasant Beach" and described according to a survey by Ralph G. Snyder. Being the same property which by Deed dated November 27, 1953 recorded in JHH 799 fol. 525 was conveyed to said Mortgagors by Matthias Hleatzman and wife. Subject to legal operation and effect of pole line agreements in JHH No. 219, fol. 495 and 514, fol. 121.

IMPROVEMENTS: One-story frame dwelling (5 rooms and bath); hot-air oil heat.

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

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building:
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL
Auctioneer

A-1

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 428

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1960

We hereby certify, that the annexed Attorney's Sale Charles L. Kramer 13,336

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of April, 1960. The first insertion being made the 11th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR -7 AM 11:26

H. Tilghman

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 429

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,336 Charles L. Kramer

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 May, 1960. The first insertion being made the 7th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By: H. Tilghman

FILED

1960 MAY -4 PM 1:41

No. M. G.

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,336 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
VERSUS
CHARLES L. KRAMER and JEANETTE E. KRAMER, his wife

Ordered, this 5th day of April, 1960. That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $4,155.00.

GEORGE T. CROMWELL, Clerk

TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk

A-28

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Charles L. Kramer
and
Jeanette E. Kramer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,336 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. Jocklung
Auditor.

May 31, 1960

FILED

1960 JUN -9 PM 1:59

3

Dr. William C. Rogers, Attorney named in Mortgage vs. Charles L. Kramer and Jeanette E. Kramer, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	155	55	355	55
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee pd.				
Clerk of Court - final Court costs	18	00		
Auditor - stating this account	13	50	31	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	109	41		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	15	64		
Fidelity & Deposit Co. of Md. -bond premium	20	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	47		
One-half State documentary stamps	4	95		
Herbert C. Moore - notary fees	1	50	215	97
To Attorney for Taxes, viz:				
1960 State and County taxes (adjusted)	81	12	81	12
To Attorney for Benefit Charges, viz:				
Water and sewer benefit charges - 3 months 2 days	4	54	4	54
To Fraternity Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed	3,027	51	3,027	51
To Charles L. Kramer and Jeanette E. Kramer, his wife, mortgagors - this balance	568	81	568	81
			4,285	00

18

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

1960						
Apr.	2	Proceeds of Sale	4,155	00		
		Interest on deferred payment of $3,655.00 - 49 days	29	85	4,184	85
		Refund 1960 State and County taxes ($81.12) - 8 months 28 days	59	58		
		Refund fire insurance premium	40	57	100	15
					4,285	00

LIBER 124 PAGE 433

ORDER NISI

William C. Rogers,

Attorney named in Mortgage

VERSUS

Charles L. Kramer

and

Jeannette E. Kramer, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,336 Equity.

ORDERED, This 9th day of June, 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 18th 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 18th day of July next.

FILED 1960 JUN -9 PM 1:59

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of July, 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 JUL 19 PM 12:58

V. Bowie Duckett

OFFICI OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 434

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,336 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
CHARLES L. KRAMER and JEANNETTE E. KRAMER, his wife

Ordered, this 9th day of June, 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 18th 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 18th day of July next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,336
Auditor Account

Charles L. Kramer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of July, 1960. The first insertion being made the 16th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -8 PM 1:50

By H. Tilghman

No. M. G.

21

HOWARDALE INDUSTRIES, INC. A Body Corporate Plaintiff v. JAMES P. MCNICHOLAS and ALBERTA MCNICHOLAS, his wife Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13212 EQUITY

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

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

1. That on the twelveth day of December, 1957, the Defendants executed and delivered to the Plaintiff a mortgage upon certain real property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $1500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a Decree of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage which is recorded among the land records of Anne Arundel County in Liber G. T. C. No. 1174, folio 28, a certified copy of which mortgage is filed herewith as a part of this Petition, marked "Petitioner's Exhibit No. 1."

2. That default has occurred under the convenants and conditions of said mortgage.

And your Petitioner prays that a Decree may be passed for the sale of property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, ETC.

ROUSE AND MORTON

BY: W. Harvey Beardmore

W. Harvey Beardmore
18 West Street
Annapolis, Maryland
COlonial 3-7535

Solicitors for Plaintiff

FILED

1959 MAY -4 PM 3:08

MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC.—#27R—10/1/58

LIBER 1174 PAGE 28

LIBER 124 PAGE 436
No. 13212

THIS MORTGAGE, Made this 12th day of DECEMBER,

in the year nineteen hundred and fifty-seven, by and between

- - - - - JAMES P. McNICHOLAS and ALBERTA McNICHOLAS, his wife, - - -

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and

- - - - - - - - - HOWARDALE INDUSTRIES, INC., - - - - - - - - a body corporate, incorporated under the Laws of the State of Maryland, - - - Mortgagee - of the second part.

Whereas, the said Mortgagors are justly and bona fide indebted to the said Mortgagee in the full and just sum of FIFTEEN HUNDRED DOLLARS ($1500.00), loaned and advanced this day, which sum includes interest at the rate of six per centum (6%) per annum, and the said Mortgagors have agreed to repay to the said Mortgagee in twenty (20) monthly installments of Seventy-five Dollars ($75.00) each, payable on the first day of each and every month hereafter; said monthly payments to be applied to the payment of the aforesaid sum; the balance, if any, to be due and payable twenty (20) months from the date hereof.

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

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in the County of Anne Arundel, State of Maryland aforesaid, and described as follows, to wit:—

All that lot of ground known as Lot No. 5, Block GG on Plat No. 4 of Cape St. Claire, dated July, 1949, recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 47.

BEING the same lot of ground which by Deed dated and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by River Bay Realty Company to James P. McNicholas and Alberta McNicholas, his wife.

FILED
1959 MAY -4 PM 3:03

EXHIBIT No. 1

2

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of **HOWARDALE INDUSTRIES, INC.,** **its successors** [redacted] and assigns, forever, **in fee simple.**

Provided, that if the said **Mortgagors, their heirs,**

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of **FIFTEEN HUNDRED & - 00/100** 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 **their** part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, **its successors** [redacted] or assigns, or **Samuel H. Hoffberger, the** duly authorized Attorney or Agent of the said Mortgagee, **its successors** [redacted], or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law and of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of **Fifty & - - - -00/100** 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** [redacted] or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, **their** heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said part**ies** of the first part, **their heirs,** executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part**ies** of the first part covenant to pay when legally payable.

And the said part**ies** 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 **FIFTEEN HUNDRED & - 00/100** 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** [redacted] or assigns, to the extent of **its** lien or claim hereunder.

Witness **the** hands and seals **of the Mortgagors the day and year first above written:**

TEST:

(Roland G. Hertz)

(James P. McNicholas) [SEAL]

(Alberta McNicholas) [SEAL]

[SEAL]

3

LIBER 124 PAGE 438

LIBER 1174 PAGE 30

State of Maryland, City of Baltimore ss:

I Hereby Certify, that on this 12th day of DECEMBER in the year one thousand nine hundred and fifty-seven before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JAMES P. McNICHOLAS and ALBERTA McNICHOLAS, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared MAXWELL GOODMAN, Vice-President of HOWARDALE INDUSTRIES, INC., Mortgagee herein, 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.

NOTARY PUBLIC

Roland G. Hertz

(Roland G. Hertz) Notary Public

My commission expires May 4, 1959

Rec'd for record Dec. 18 1957 at 10:30 A.M.

Mailed to Samuel N. Hobberger

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Mortgage as recorded in Liber G. T. C. No. 1174, Folio 28, 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 8th day of April, A. D., 1959.

George T. Cromwell per JB

George T. Cromwell, Clerk

5

LIBER 124 PAGE 440

HOWARDALE INDUSTRIES, INC. A Body Corporate Plaintiff V. JAMES P. MCNICHOLAS and ALBERTA MCNICHOLAS, his wife Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13212 EQUITY

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Howardale Industries, Inc., under the mortgage from James P. McNicholas and Alberta McNicholas, his wife, recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1174, folio 28.

4-30-1959
(Date)

James P. McNicholas and
Alberta McNicholas, his wife

Original Amount of Loan $1500.00

Interest . . . . . _____

Taxes . . . . . _____

$.

This Mortgage Loan is made under the Industrial Loan Law of Maryland and accordingly, interest was deducted at the time the loan was made. A delinquent charge is allowed for each month, however.

HOWARDALE INDUSTRIES, INC.

BY: Maxwell Goodman

Maxwell Goodman, Vice-President

Mortgagee

HOWARDALE INDUSTRIES, INC. BALTIMORE, MD.

FILED
1959 MAY -4 PM 3:08

6

HOWARDALE INDUSTRIES, INC. A Body Corporate Plaintiff V. JAMES P. MCNICHOLAS and ALBERTA MCNICHOLAS, his wife Defendants	* * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13212 EQUITY

* * * * * * * * *

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 30th day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared, Maxwell Goodman, an officer of the Plaintiff in the above entitled cause, who is duly authorized to execute this affidavit, and is competent to testify, and he made oath in due form of law that the Defendants, James P. McNicholas, and Alberta McNicholas, his wife, are civilians, presently residing in Glen Burnie, Maryland, and are not in the Military Service of the United States.

Witness my Hand and Seal Notarial.

Beulah Bell
Notary Public

FILED
1959 MAY -4 PM 3:08

7

LIBER 124 PAGE 442

HOWARDALE INDUSTRIES, INC. A Body Corporate Plaintiff V. JAMES P. MCNICHOLAS and ALBERTS MCNICHOLAS, his wife Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13212 EQUITY

* * * * * * * * * *

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 5th day of May, 1959, by the Circuit Court for Anne Arundel County, in Equity, 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 W. Harvey Beardmore 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 Two thousand Dollars ($2,000.00), 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 twenty days notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall require that the purchaser or purchasers make a cash deposit of $250.00 at the time and place of sale and the balance of the purchase price to be paid in cash on final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of six per cent (6%) per annum from the day of sale; and as soon as may be convenient after any such sale or sales,

8

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 or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioners 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.

Matthew L. Evans
Judge

FILED
1959 MAY -6 AM 9:31

9

LIBER 124 PAGE 444

HOWARDALE INDUSTRIES, INC. A Body Corporate Plaintiff Vs. JAMES P. MCNICHOLAS and ALBERTA MCNICHOLAS, his wife Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,212 EQUITY

* * * * * * * * *

AMENDED STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Howardale Industries, Inc., under the mortgage from James P. McNicholas and Alberta McNicholas, his wife, recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1174, folio 28.

5-21-59
(Date)

James P. McNicholas and
Alberta McNicholas, his wife

Original Amount of Loan $1500.00
(Payable in monthly installments of $75.00)

Balance due $678.75

Plus delinquent charges at $3.75 a month for December, 1958 thru May, 1959, ... 22.50

Total due as of May 31, 1959 $701.25

HOWARDALE INDUSTRIES, INC.

By Maxwell Goodway
VICE-PRESIDENT

Mortgagee

HOWARDALE INDUSTRIES, INC. CORPORATE SEAL

FILED

1959 JUN -5 AM 10:35

10

LIBER 124 PAGE 445
LIBER 10 PAGE 18

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

13,212 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, W. Harvey Beardmore 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 Two Thousand Dollars ($2,000.00) - - - - - - - - - - - - - - - current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 11th day of June, 1959.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Howardale Industries, Inc. vs. McNicholas dated May 5, 1959, W. Harvey Beardmore was appointed Trustee to make sale of the property described in said proceedings, and the said W. Harvey Beardmore is about to execute said power and make sale of the property described in said proceedings.

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

WITNESS:

W. Harvey Beardmore (SEAL)
W. Harvey Beardmore, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney in fact

SURETY

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

Bond filed and approved this 11th day of June 1959
George T. Cromwell, Clerk

FILED
1959 JUN 11 AM 9:53

11

ROUSE AND MORTON
Attorneys at Law
18 West Street
Annapolis, Maryland

Trustee's Sale

By virtue of a Decree of the Circuit Court for Anne Arundel County (Equity No. 13,212), the undersigned Trustee will sell at public auction at the Court House Door in the City of Annapolis, Maryland, on

Thursday, June 11, 1959 at 11 o'clock a.m.

the following described parcel of land lying and being in the Third Election District of Anne Arundel County, Maryland:

ALL that lot of ground known as Lot No. 5, Block GG on Plat No. 4, of Cape St. Claire, dated July, 1949, recorded among the Plat Records of Anne Arundel County in Plat Book 21, folio 47.

TERMS OF SALE: A cash deposit of Two Hundred and Fifty Dollars ($250.00) 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 at the rate of six per cent (6%) per annum from the day of sale. All taxes and public charges to be adjusted to day of sale.

W. HARVEY BEARDMORE,
Trustee
18 West Street
ROBERT H. CAMPBELL,
Auctioneer

Ju-2

FILED

No. M.C. 1959 Jun 11 AM 9:56

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Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 446

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1959

We hereby certify, that the annexed Trustee's Sale Eq. 13,212. Lot 5, Block GG of Cape St. Claire

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of June, 1959. The first insertion being made the 12th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

12

LIBER 124 PAGE 447

HOWARDALE INDUSTRIES, INC. A Body Corporate Plaintiff V. JAMES P. MCNICHOLAS and ALBERTA MCNICHOLAS, his wife Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,212 EQUITY

* * * * * * * * *

PURCHASER'S AGREEMENT

I hereby certify that on this 11th day of June, 1959, I purchased from the Trustee, at public sale, held in accordance with the advertisement published in the "Evening Capital" on May 12, 19, 26, 1959, and June 2, 1959, the hereinafter described real estate being then and there the highest bidder, for the sum of $100.00. That the property purchased is described as: All that lot of ground known as Lot No. 5, Block GG, on Plat No. 4, Cape St. Claire, dated July, 1949, recorded among the Plat Records of Anne Arundel County in Plat Book 21, folio 47.

And I agree to abide by the terms of sale, that is, to pay the Trustee the full purchase price of $100.00, and, on obtaining the Court's ratification of the sale, I shall receive a deed thereto upon adjustments in accordance with the terms in the aforesaid advertisement.

Witness the name of the purchaser by its Vice President, and its corporate seal affixed hereto, duly attested.

HOWARDALE INDUSTRIES, INC.

By [signature] (SEAL)
VICE PRESIDENT
Purchaser

ATTEST:

FILED
1959 JUN 29

[signature]
Secretary

13

LIBER 124 PAGE 448

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 25th day of June, 1959, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Manuel Goodman Vice-President of Howardale Industries, Inc., a body corporate, and acknowledges the foregoing Purchaser's Agreement to be the act of said body corporate and further, that he is duly authorized to execute and acknowledge said Purchaser's Agreement on behalf of said Howardale Industries, Inc.

As Witness my Hand and Seal Notarial.

Beulah Belt
Notary Public

14

HOWARDALE INDUSTRIES, INC. A Body Corporate Plaintiff Vs. JAMES P. MCNICHOLAS and ALBERTA MCNICHOLAS, his wife Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,212 EQUITY

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

AUCTIONEER'S CERTIFICATE

I hereby certify that I sold all that lot of ground known as Lot No. 5, Block GG, on Plat No. 4, of Cape St. Claire, dated July, 1949, recorded among the Plat Records of Anne Arundel County in Plat Book 21, folio 47, to Howardale Industries, Inc., a body corporate, it being then and there the highest bidder therefor, for the sum of $100.00.

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

Robert H. Campbell
Auctioneer

WITNESSETH:

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1959 JUN 29 PM 12:39

15

HOWARDALE INDUSTRIES, INC. A Body Corporate Plaintiff Vs. JAMES P. MCNICHOLAS and ALBERTA MCNICHOLAS, his wife Defendants	* * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,212 EQUITY

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of W. Harvey Beardmore, Trustee, appointed by a Decree of this Court, passed in the above-entitled cause on the 5th day of May, 1956, to make sale of the property therein mentioned, respectfully shows:

1. That after giving bond with security for the faithful performance of his trust, and after having complied with all other prerequisites, as required by law and by said Decree, and giving notice of the time, place, manner and terms of sale by advertisements in "The Evening Capital", a newspaper published in Anne Arundel County, for at least three weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court House, on Thursday, June 11, 1959, at 11:00 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 auction the realty mentioned in these proceedings, to wit:

All that lot of ground known as Lot No. 5, Block GG, on Plat No. 4, of Cape St. Claire, dated July, 1949, recorded among the Plat Records of Anne Arundel County in Plat Book 21, folio 47.

FILED

1959 JUN 29 PM 12:30

16

2. That said realty was sold to Howardale Industries, Inc., a body corporate, mortgagee herein, for the sum of $100.00, it being that that sum the highest bid therefor.

3. That said purchaser has paid the aforegoing purchase price; and the purchaser has agreed to comply with the terms of the sale.

4. The trustee filed herewith the agreement of the purchaser and the Auctioneer's Certificate and prays that the same may be considered as part hereof.

Respectfully submitted,

W. Harvey Beardmore

W. Harvey Beardmore

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of June, 1959, before me the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared W. Harvey Beardmore, trustee named in the above Report of Sale and made oath in due form of law, that the matters and things stated in the aforegoing Report are true to the best of his information, knowledge and belief; and that the sale therein reported was fairly made.

As Witness my hand and Seal Notarial.

Frances P. McWilliams

Notary Public

FRANCES P. McWILLIAMS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

17

ORDER NISI

LIBER 124 PAGE 452

Howardale Industries, Inc.
A Body Corporate
versus
James P. McNicholas and
Alberta McNicholas, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,212 Equity

Ordered, this 29th day of June, 19 59, That the sale of the Property in these proceedings mentioned made and reported by W. Harvey Beardmore, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of August next.

The report states that the amount of sale was $ 100.00

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

FILED
1959 JUN 29 PM 12:39
(Final Order)

Howardale Industries, Inc.
A Body Corporate
versus
James P. McNicholas and
Alberta McNicholas, his wife

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

ORDERED BY THE COURT, This 4th day of August, 19 59, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 AUG -4 PM 3:43

18

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 453

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 13212

James P. McNicholas

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of August, 1959. The first insertion being made the 2nd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 9179 1959 JUL 29 PM 3:50 By Marie Pate

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,212 Equity
Howardale Industries, Inc.
A BODY CORPORATE
versus
JAMES P. McNICHOLAS and ALBERTA McNICHOLAS, his wife

Ordered, this 29th day of June, 1959, That the sale of the Property in these proceedings mentioned made and reported by W. Harvey Beardmore Turstee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of August next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-23

In the Case of

Howardale Industries, Inc.,
a body corporate
vs.
James P. McNicholas
and
Alberta McNicholas, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,212 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

August 24, 1959

Dr. Howardale Industries, Inc., a body corporate vs. James P. McNicholas and Alberta McNicholas, his wife in ac.

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	7	00	57	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	15	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps	1	10		
Frances P. McWilliams - notary fee		50	84	15
To Trustee for Taxes, viz:				
1958 State and County taxes, interest, etc.	6	92		
1959 State and County taxes - 161 days	4	83	11	75
			205	90
Amount of mortgage claim filed	701	25		
Amount overpaid by Trustee	105	90		
Balance subject to decree in personam	807	15		

21

with W. Harvey Beardmore, Trustee Cr.

1959				
June	11	Proceeds of Sale	100 00	100 00
		OVERPAYMENT BY TRUSTEE		105 90
				205 90

22

ORDER NISI LIBER 124 PAGE 457

1959 AUG 27 PM 3:13

Howardale Industries, Inc.,
a body corporate
VERSUS
James P. McNicholas
and
Alberta McNicholas, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,212 Equity.

ORDERED, This 27th day of August, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of October, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D. Bowie Duckett
JUDGE

1959 OCT -6 PM 2:00

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 458

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,212
Auditor Account.

James P. McNicholas

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 10939

FILED
1959 OCT -2 PM 1:59

24

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,212 Equity
HOWARDALE INDUSTRIES, INC., a body corporate.
versus
JAMES P. McNICHOLAS and ALBERTA McNICHOLAS, his wife

Ordered, this 27th day of August, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 5th day of October next.

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

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF TALBOTT CONCRETE COMPANY, INC., a body corporate JAMES B. TALBOTT and LILLIAN B. TALBOTT, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 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

1959 DEC 18 PM 2:12

LIBER 1132 PAGE 218

MORTGAGE

No. 13,563 Equit

LIBER 124 PAGE 460

THIS MORTGAGE, Made this second day of July, A. D. 1957, by and between James B. Talbott and Lillian B. Talbott, his wife; and Talbott Concrete Company, Inc., a body corporate of Anne Arundel County, Maryland,

of Anne Arundel County, in the state of Maryland hereinafter called he Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

Whereas, the said Mortgagors are indebted unto the said Mortgagee in the full and just sum of Thirty-Four Thousand Dollars ($34,000.00), as evidence of which the said Mortgagors have this day passed to the said Mortgagee their promissory note for said sum, payable ten years after date, with interest thereon at the rate of five per centum (5%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay monthly Three Hundred Forty Dollars ($340.00), including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors 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 amounts so paid on the principal.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar, the said Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, the following property:

(1) All that tract situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, described as follows: Beginning for the same at a post planted where the line of division of said Deed of Partition between Augustus and Fenwick Hall meets the outline of the land now in possession of Sally Hall under the Will of Nannie C. Hall which Will was probated in 1916; and running thence with said last-mentioned line of partition (the land so partitioned to Fenwick Hall is now in possession of William E. Moreland), South 1° West, 138.1 perches to a stone, a boundary of the land of James S. Owens, said stone being the 9th boundary of a tract of land called Runny Mede, and the 5th boundary of a tract of land called Brothers Purchase; thence still following the outlines of the land so partitioned to said Augustus Hall and along the land of said James S. Owens, North 89° West, 105 perches to a peg in the middle of the State Road; thence leaving the outlines of said land partitioned to said Augustus Hall and running along the center of said State Road the following three courses and distances: viz, North 23° East, 36 perches and 14/100 of a perch; North 30° East, 77 perches to the outline of the said land so partitioned to said Augustus Hall; and thence leaving said State Road and along said last-mentioned outline and along the said land now in possession of Sally Hall as aforesaid to the place of beginning. Containing 63-8/16 acres, more or less, and being the same property conveyed to James Blackwell Talbott and Lillian Brown Talbott, his wife, by Elizabeth Tongue Hall, Widow, by deed dated March 16, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH 301, Folio 469, SAVE AND EXCEPTING therefrom, however, the following: (1) Deed from James C. Hall and wife to William E. Moreland dated October 29, 1917 and recorded in Liber GW 141, Folio 110 containing 1-1/20 acres and 4 acres, 1 rood and 24 sq. perches (2) Deed from James C. Hall and wife to Herbert Moreland dated October 8, 1928 and recorded in Liber FSR 40, Folio 62 containing 10-1/2 acres, more or less.

(2) All those tracts or parcels situate, lying and being in District 6-A, Anne Arundel County, Maryland, described as follows: (a) Beginning for the same at an iron pipe set where the west side of Ridge Road (30 ft. wide) intersects the southeast side of the Bay Ridge branch of the Baltimore and Annapolis Railroad, immediately north of College Creek, said point being at the end of the second line of the conveyance from Charles McPherson and wife to Stanley L. Wright, by deed dated August 25, 1926 and recorded among the Land Records of Anne Arundel County in Liber WMB 35, Folio 401, and running from the beginning point so fixed and with the west side of Ridge Road, South 03° 15' West, 200 ft. to an iron pipe set near the abutment of a small bridge; thence leaving the road and running through part of the marsh at the head of College Creek, the following four courses and distances: South 52° 15' West, 100 ft.; South 66° 30' West, 112 ft.; South 76° West, 41 ft.; and North 69° West, 79 ft. to a pipe set on the northeast right of way line of the aforementioned railroad; thence with the same, North 42° East, 87.5 ft. and North 48° East, 332.5 ft. to the place of beginning. Containing .91 acres as surveyed by J.R. McCrone, Registered Professional Engineers and Land Surveyors in February 1947. It being the intent and purpose to convey all of the land lying between the lot herein conveyed and the railroad right of way and all the rights of reverter in and to the bed of said railroad right of way. (b) Beginning for the same at a point where the line of first line

1959 DEC 18 AM 2:02

of the line of division as described in a deed recorded among the Land Records of Anne Arundel County in Liber FSR 73, Folio 34, dated April 22, 1930 intersects the southwest side of Ridge Road, and running from thence up the middle of a marsh, and with said division line, South 67° 29' West, 338.15 ft. to a pipe; thence North 28° 33' West, 89.25 ft. to a monument set on the southeast side of the Bay Ridge branch of the Baltimore and Annapolis Railroad; thence with the same, North 49° 50' East, 30.85 ft. to a pipe set at the southwesternmost corner of the conveyance from Charles McPherson and wife to Stanley L. Wright by deed dated August 25, 1926 and recorded in Liber WMB 35, Folio 401; thence with the south line of said conveyance the four following courses and distances; South 69° East 79 ft.; North 76° East, 41 ft.; North 66° 30' East, 112 ft.; and North 52° 15' East, 100 ft. to a pipe on the east side of Ridge Road; thence with the same, South 32° 30' East, 70.8 ft. to the place of beginning. Containing .46 acres as surveyed by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors in February 1947. Being a part of the property conveyed to Talbott Concrete Company, Inc., by David R. Talbott by deed dated December 31, 1949 and recorded among the aforesaid Land Records in Liber JHH 553, Folio 41.

(3) All that tract situate, lying and being in District 6-A, Anne Arundel County, Maryland, described as follows: Known as Lot No. 1 of West Section of Adams Park as shown on a plat thereof entitled "Adams Park, a combination of College Heights and Adams Park Subdivision" made by J. R. McCrone, Jr., and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-3, Plat 3, and being a part of the property conveyed to Talbott Concrete Company, Inc., by David R. Talbott, et al, by deed dated December 31, 1949 and recorded among the aforesaid Land Records in Liber JHH 553, Folio 41.

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.

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, 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 follws:

1. That he will pay all taxes, assessments, water rates and other governmenal or municipal charges, fire and hazard insurance premiums, fines, or impostions, 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 hereinbefore specifically mentioned and shall be secured by this mortgage.

2. 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.

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least **Thirty-Thousand** ---------- Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. 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.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

7. 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, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., 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, its or their heirs, successors 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 **One Hundred** Dollars ($ **100.00**) 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 mortgage 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 therefore, legal tender to 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, and bodies corporate shall be considered neuter gender.

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

Witness:

William D. Boehm, Secretary

Alice Gary

Alice Gary, as to all

TALBOTT CONCRETE COMPANY, INC.

BY James B. Talbott (SEAL)
James B. Talbott, President

James B. Talbott (SEAL)
James B. Talbott

Lillian B. Talbott (SEAL)
Lillian B. Talbott

(SEAL)

4

FOLIO 124 PAGE 463

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: LIBER 1132 PAGE 221

I HEREBY CERTIFY, That on this second day of July, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James B. Talbott and Lillian B. Talbott, his wife, and James B. Talbott, President of Talbott Concrete Company, Inc., a body corporate, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act. and the act of the said body corporate.

At the same time also personally appeared Wm. W. Townshend, Jr., the Attorney 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.

Rec'd for record July 3 1957 at 3:29 P.M.
Mailed to Wm. W. Townshend, Jr.

Alice Gary
Alice Gary, Notary Public

37.40

MORTGAGE

JAMES B. TALBOTT, et al

...TO...

The Annapolis Banking and Trust Company

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 JUL -3 PM 3:29
& RECORDED IN LIBER GTC NO 1132 FOLIO 218
GEO. T. CROMWELL, CLERK

WM. W. TOWNSHEND, JR.
Attorney
ANNAPOLIS, MD.

LIBER 124 PAGE 464

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF TALBOTT CONCRETE COMPANY, INC., a body corporate JAMES B. TALBOTT and LILLIAN B. TALBOTT, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. [illegible] Equity

* * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WITH:

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 18th day of December, 1959

Viola J. Brown, Notary Public

VIOLA J. BROWN NOTARY PUBLIC ANNE ARUNDEL CO.

FILED

1959 DEC 18 PM 2:02

6

LIBER 124 PAGE 465

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF TALBOTT CONCRETE COMPANY, INC., a body corporate JAMES B. TALBOTT and LILLIAN B. TALBOTT, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	*	No. Equity

* * *

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from The Annapolis Banking and Trust Co. dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218----------		$ 34,000.00
Total amount paid on principal		4,776.99
		$ 29,223.01
Interest due:		
From 6/5/59 to 12/31/59	$ 848.29	
" 1/1/60 to 1/12/60	48.70	896.99
Total amount of indebtedness due----------		$ 30,120.00

William W. Townshend, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of December, 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.

Viola J. Brown

Viola J. Brown, Notary Public

FILED

1959 DEC 18 PM 2:02

7

LIBER 10 PAGE 152

LIBER 124 PAGE 466

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND 13,563 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr. , as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Thousand Dollars ($15,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of January , 19 60.

WHEREAS, by virtue of a power of sale contained in a mortgage from Talbott Concrete Company, Inc., et al bearing date on or about July 2, 1957 the said William W. Townshend, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and **WHEREAS,** default has been made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr. 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 William W. Townshend, Jr. does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

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

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney-In-Fact

SURETY

Carol N. Krissoff
Carol N. Krissoff

Bond approved this 6th day of January 1960
George T. Cromwell, Clerk

William W. Townshcod, Jr.
Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Attorney's Sale

Of Valuable Industrial and Residential Property

in the City of Annapolis, Maryland,
Sixth Electioo District of
Anne Arundel County, Maryland

Under aod by virtue of a power of sale contained in a mortgage from James B. Talbott and Lillioo B. Talbott, his wife; and Talbott Concrete Company, Inc., a body corporate of Anne Arundel County, Maryland, dated July 2, 1957 and recorded amnng the Laod Records of Anne Arundel County in Liber GTC No. 1132, folio 218, default having occurred thereunder, the undersigned Attorney will offer fnr sale at public auction on the premises on

Tues., Jan. 12, 1960
at 11 O'Clock A.M.

all that fee simple property belnnging to the Talbott Concrete Company, Inc., situate at the end of Clay Street., Annapolis, Maryland, and mure particularly described as follows, that is to say:

PARCEL NO. 1 — consisting of .81 acre, more or less, as surveyed by J. R. McCrone, Registered Professional Engineers and Land Surveyors in February 1947 and being more particularly described in a mortgage from Talbott Concrete Comoany, Inc., et al to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1132, folio 218.

PARCEL NO. 2 — consisting of .46 acre, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors in February 1947. Being a part of the property conveyed to Talbott Concrete Company, Inc., by David R. Talbott by deed dated December 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 553, folio 41. Alsn being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al, to the Annapolis Banking and Trust Cempany dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1132, folio 218.

PARCEL NO. 3 — consisting of .171 acre, more or less, being known as Lot No. 1 of West Section of Adams Park and being a part of the property cooveyed to Talbott Concrete Company, Inc., by David R. Talbott, et al, by deed dated December 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 553, folio 41. Also being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al, to the Annapolis Banking and Trust Company dated July 2, 1957 aod recorded among the Laod Records of Aone Arundel County in Liber GTC No. 1132, folio 218.

Excepting therefrom, however, the following parcels sold to the Board of Education, Anne Arundel County, Maryland:

FIRST: Beginning fur the same at a point in the southwesterly lioe of the 30' road running northwesterly from Clay Street across the head of College Creek, sometimes called Clay Street Extended, being the beginning point of the second parcel of land described in the deed from Stanley L. Wright and Margaret J. Wright, his wife, to David R. Talbott, dated February 22, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 397, folio 408: thence running along a portion of the first line of the said second par-

OFFICE OF

Evening Capital

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

LIBER 124 PAGE 467

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1960

We hereby certify, that the annexed
Attorney's Sale
13,563
James B. Talbott

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 12th day of January, 1960. The first insertion being made the 17th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

cel, as now surveyed, South 64 degrees 29 minutes 30 seconds West sixteen and eighty-seven one-hundredths feet to a point in the southwesterly line of the proposed Ridge Avenue Relocation: thence running along said southwesterly line in a northwesterly direction by a line curving to the right with a radius of 96 feet a distance of 45.07' to a point in the fourth line of the second parcel of land described in the above mentioned deed: thence running along a portion of said fourth line, being also along the southwesterly line of the above mentioned 30' road, South 35 degrees 29 minutes 30 seconds East, 44.39 ft. to the place of beginning. Containing ten one-thousandths of an acre, more or less.

Being a portion of the second parcel of land described in the deed from Stanley L. Wright and Margaret J. Wright, his wife, to David R. Talbott, dated February 22, 1947, and recorded among the Land Records of Aone Arundel County in Liber JHH No. 397, folio 408.

SECOND: Beginning for the same at a point in the northeastly line of Lot 1 as shown on the plat of "College Heights," filed among the Plat Records of Anne Arundel County in Plat Book No. 13, page 18, said point being located, as now surveyed, South 57 degrees 33 minutes 30 seconds East, 44.64' from the northernmost corner of said Lot 1; thence running along a portion of the northeasterly line of said lot South 57 degrees 33 minutes 30 seconds East, 37.94 ft.; thence leaving said line and running along the easterly line of the proposed Ridge Avenue Relocation, South 16 degrees 50 minutes West, 148.05 ft.; thence continuing along the said easterly line in a southerly direction by a line curving to the left with a radius of 60 ft. a distaoce of 19.22' to a point in the ointh line of the land described in the deed from Henry J. Tarantino, Trustee, to Talbott Concrete Co., Inc., dated July 6, 1956, and recorded amoog the Land Records of Anne Arundel County to Liber GTC No. 1055, folio 305; thence running along a portion of said nioth line, being also along the northeasterly line of said ninth line, being also along the northeasterly line of the road leading from Clay Street to Ridge Avenue, North 36 degrees 58 minutes 30 seconds West, 34.02 ft. to the end of said ninth line; thence running along the tenth line of said road, being also along the easterly line of the road leading from Clay Street to Ridge Avenue, North 1 degree 13 minutes 30 seconds West, 20.83 ft. to the end of said tenth line and to the southernmost corner of Lot 1 of "College Heights;" thence running along a portion of the westerly line of said Lot 1 and along the easterly line of Ridge Avenue, North 1 degree 13 minutes 30 seconds West, 16.54 ft.; thence leaving said line and said Avenue and running along the westerly line of the proposed Ridge Avenue Relocation North 16 degrees 50 minutes East, 116.84 ft.; thence continuing along said westerly line in a northerly direction by a line curving to the left with a radius of 20 ft. a distance of four and seventy-four one hundredths feet to the place of beginning. Containing one hundred twenty-six one-thousandths of an acre, more or less.

Being a portion of Lot 1 as shown on the plat of "College Heights," filed among the Plat Records of Anne Arundel County in Plat Book No. 13, page 18, and being a portion of the land described in the deed from Henry J. Taraotino, Trustee, to Talbott Concrete Co., Inc., dated July 6, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1055, folio 305.

THIRD: All of the right, title and interest of Talbott Concrete Company, Inc. in and to the parcels of land herein, firstly and secondly described that lies within the bed of the road from Adams

Park to Clay Street, as shown on the aforesaid plat of College Heights recorded among the Plat Records of Anne Arundel County in Plat Book No. 12, folio 46; and lying also within the bounds of the relocated road from Adams Park to Clay Street as shown on the hereinabove mentioned plat prepared by Harder and Dressel, dated September 8, 1953.

Being a part of the property conveyed to The Annapolis Banking and Trust Company by James B. Talbott and Lillian B. Talbott, his wife and Talbott's Concrete Company, Inc., a body corporate of Anne Arundel County, Maryland, by mortgage dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1132, folio 218.

This property is improved by a cinder block building, divided into three sections, formerly used as office, shop and switch house; a cinder block building used as a garage and storage, a one room structure and a metal frame shed. There is a space enclosed by 193 feet of 6' Anchor Fence.

TERMS OF SALE: Cash. A deposit of Five Thousands Dollars ($5,000.00) 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 Bldg., South St.,
Annapolis, Md.

ROBERT H. CAMPBELL,
Auctioneer

J-7

LIBER 124 PAGE 469

Legal Notice

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

Attorney's Sale

Of Valuable Industrial and Residential Property

In the City of Annapolis, Maryland, Sixth Election District of Anne Arundel County, Maryland

Under and by virtue of a power of sale contained in a mortgage from James B. Talbott and Lillian B. Talbott, his wife; and Talbott Concrete Company, Inc., a body corporate of Anne Arundel County, Maryland, dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1132, folio 218, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., Jan. 12, 1960 at 11 O'Clock A.M.

all that fee simple property belonging to the Talbott Concrete Company, Inc., situate at the end of Clay Street, Annapolis, Maryland, and more particularly described as follows, that is to say:

PARCEL NO. 1 — consisting of .91 acre, more or less, as surveyed by J. R. McCrone, Registered Professional Engineers and Land Surveyors in February 1947 and being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1132, folio 218.

PARCEL NO. 2 — consisting of .46 acre, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors in February 1947. Being a part of the property conveyed to Talbott Concrete Company, Inc., by David R. Talbott by deed dated December 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 553, folio 41. Also being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al, to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1132, folio 218.

PARCEL NO. 3 — consisting of .171 acre, more or less, being known as Lot No. 1 of West Section of Adams Park and being a part of the property conveyed to Talbott Concrete Company, Inc., by David R. Talbott, et al, by deed dated December 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 553, folio 41. Also being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al, to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1132, folio 218.

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FIRST: Beginning for the same at a point in the southwesterly line of the 30' road running northwesterly from Clay Street across the head of College Creek, sometimes called Clay Street Extended, being the beginning point of the second parcel of land described in the deed from Stanley L. Wright and Margaret J. Wright, his wife, to David R. Talbott, dated February 22, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 397, folio 408; thence

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 470

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1960

We hereby certify, that the annexed

Attorney's Sale

13,563

James B. Talbott

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 12th day of January, 1960. The first insertion being made the 29th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

running along a portion of the first line of the said second parcel, as now surveyed, South 64 degrees 29 minutes 30 seconds West sixteen and eighty-seven one-hundredths feet to a point in the southwesterly line of the proposed Ridge Avenue Relocation; thence running along said southwesterly line in a northwesterly direction by a line curving to the right with a radius of 96 feet a distance of 45.07' to a point in the fourth line of the second parcel of land described in the above mentioned deed; thence running along a portion of said fourth line, being also along the southwesterly line of the above mentioned 30' road, South 35 degrees 29 minutes 30 seconds East, 44.39 ft. to the place of beginning. Containing ten one-thousandths of an acre, more or less.

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THIRD: All of the right, title and interest of Talbott Concrete Company, Inc. in and to the parcels of land herein, firstly and

secondly described that lies within the bed of the road from Adams Park to Clay Street, as shown on the aforesaid plat of College Heights recorded among the Plat Records of Anne Arundel County in Plat Book No. 12, folio 46; and lying also within the bounds of the relocated road from Adams Park to Clay Street as shown on the hereinabove mentioned plat prepared by Harder and Dressel, dated September 8, 1958.

Being a part of the property conveyed to The Annapolis Banking and Trust Company by James B. Talbott and Lillian B. Talbott, his wife and Talbott Concrete Company, Inc., a body corporate of Anne Arundel County, Maryland, by mortgage dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1132, folio 218.

This property is improved by a cinder block building, divided into three sections, formerly used as office, shop and switch house; a cinder block building used as a garage and storage, a one room structure and a metal frame shed. There is a space enclosed by 198 feet of 6' Anchor Fence.

TERMS OF SALE: Cash. A deposit of Five Thousands Dollars ($5,000.00) 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 Bldg., South St.,
Annapolis, Md.
ROBERT H. CAMPBELL,
Auctioneer

J-7

LIBER 124 PAGE 472

LIBER 124 PAGE 473
LIBER 10 PAGE 158

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,563 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., 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 Six Hundred Dollars ($600.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 12th day of January, 1960.

WHEREAS, in a cause entitled "In The Matter Of The Mortgaged Real Estate of Talbott Concrete Company, Inc. et al" No. 13,563 Equity, the said William W. Townshend, Jr., was attorney named in the mortgage to make sale of the property described in said proceedings, and the said William W. Townshend, Jr. has executed said power and make sale of said Real Estate described in said proceedings.

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 Attorney shall faithfully perform and execute the trust reposed in him or to be reposed in him 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:

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

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Carol N. Krissoff
Carol N. Krissoff, as to both

Bond approved this 12th day of January 1960.
George T. Cromwell Clerk

FILED
1960 JAN 12 PM 2:57

11

Robert H. Campbell Auctioneer

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

LIBER 124 PAGE 474

ATTORNEY'S SALE

OF VALUABLE

Industrial And Residential Property

IN THE CITY OF ANNAPOLIS, MARYLAND,
SIXTH ELECTION DISTRICT OF ANNE
ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from James B. Talbott and Lillian B. Talbott, his wife; and Talbott Concrete Company, Inc., a body corporate of Anne Arundel County, Maryland, dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Jan. 12, 1960

at 11:00 o'clock a. m.

all that fee simple property belonging to the Talbott Concrete Company, Inc., situate at the end of Clay Street, Annapolis, Maryland, and more particularly described as follows, that is to say:-

PARCEL No. 1—consisting of .91 acre, more or less, as surveyed by J. R. McCrone, Registered Professional Engineers and Land Surveyors in February 1947 and being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218.

PARCEL NO. 2—consisting of .46 acre, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors in February 1947. Being a part of the property conveyed to Talbott Concrete Company, Inc., by David R. Talbott by deed dated December 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 553, folio 41. Also being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al, to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218.

PARCEL NO. 3—consisting of .171 acre, more or less, being known as Lot No. 1 of West Section of Adams Park and being a part of the property conveyed to Talbott Concrete Company, Inc., by David R. Talbott, et al, by deed dated December 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 553, folio 41. Also being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al, to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218.

Excepting therefrom, however, the following parcels sold to the Board of Education, Anne Arundel County, Maryland:

FIRST: Beginning for the same at a point in the southwesteriy line of the 30' road running northwesterly from Clay Street across the head of College Creek, sometimes called Clay Street Extended, being the beginning point of the second parcel of land described in the deed from Stanley L. Wright and Margaret J. Wright, his wife, to David R. Talbott, dated February 22, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 397, folio 408;

thence running along a portion of the first line of the said second parcel, as now surveyed, South 64 degrees 29 minutes 30 seconds West sixteen and eighty-seven one-hundredths feet to a point in the southwesterly line of the proposed Ridge Avenue Relocation; thence running along said southwesterly line in a northwesterly direction by a line curving to the right with a radius of 96 feet a distance of 45.07' to a point in the fourth line of the second parcel of land described in the above mentioned deed; thence running along a portion of said fourth line, being also along the southwesterly line of the above mentioned 30' road; South 35 degrees 29 minutes 30 seconds East, 44.39 ft. to the place of beginning. Containing ten one-thousandths of an acre, more or less.

Being a portion of the second parcel of land described in the deed from Stanley L. Wright and Margaret J. Wright, his wife, to David R. Talbott, dated February 22, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 397, folio 408.

SECOND: Beginning for the same at a point in the northeasterly line of Lot 1 as shown on the plat of "College Heights", filed among the Plat Records of Anne Arundel County in Plat Book No. 13, page 18, said point being located, as now surveyed, South 57 degrees 33 minutes 30 seconds East, 44.64' from the northernmost corner of said Lot 1; thence running along a portion of the northeasterly line of said lot South 57 degrees 33 minutes 30 seconds East, 37.94 ft; thence leaving said line and running along the easterly line of the proposed Ridge Avenue Relocation, South 16 degrees 50 minutes West, 148.05 ft.; thence continuing along the said easterly line in a southerly direction by a line curving to the left with a radius of 60 ft. a distance of 19.22' to a point in the ninth line of the land described in the deed from Henry J. Tarantino, Trustee, to Talbott Concrete Co., Inc., dated July 6, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055, folio 305; thence running along a portion of said ninth line, being also along the northeasterly line of the road leading from Clay Street to Ridge Avenue, North 36 degrees 58 minutes 30 seconds West, 34.02 ft. to the end of said ninth line; thence running along the tenth line of said road, being also along the easterly line of the road leading from Clay Street to Ridge Avenue, North 1 degree 13 minutes 30 seconds West, 20.83 ft. to the end of said tenth line and to the southernmost corner of Lot 1 of "College Heights"; thence running along a portion of the westerly line of said Lot 1 and along the easterly line of Ridge Avenue, North 1 degree 13 minutes 30 seconds West, 16.54 ft.; thence leaving said line and said Avenue and running along the westerly line of the proposed Ridge Avenue Relocation North 16 degrees 50 minutes East, 116.84 ft.; thence continuing along said westerly line in a northerly direction by a line curving to the left with a radius of 20 ft. a distance of four and seventy-four one hundredths feet to the place of beginning. Containing one hundred twenty-six one-thousandths of an acre, more or less.

Being a portion of Lot 1 as shown on the plat of "College Heights", filed among the Plat Records of Anne Arundel County in Plat Book No. 13, page 18, and being a portion of the land described in the deed from Henry J. Tarantino, Trustee, to Talbott Concrete Co., Inc., dated July 6, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055, folio 305.

THIRD: All of the right, title and interest of Talbott Concrete Company, Inc. in and to the parcels of land herein, firstly and secondly described that lies within the bed of the road from Adams Park to Clay Street, as shown on the aforesaid plat of College Heights recorded among the Plat Records of Anne Arundel County in Plat Book No. 12, folio 46; and lying also within the bounds of the relocated road from Adams Park to Clay Street as shown on the hereinabove mentioned plat prepared by Harder and Dressel, dated September 8, 1958.

Being a part of the property conveyed to The Annapolis Banking and Trust Company by James B. Talbott and Lillian B. Talbott, his wife and Talbott Concrete Company, Inc., a body corporate of Anne Arundel County, Maryland, by mortgage dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218.

This property is improved by a cinder block building, divided into three sections, formerly used as office, shop and switch house; a cinder block building used as a garage and storage, a one room structure and a metal frame shed. There is a space enclosed by 198 feet of 6' Anchor Fence.

TERMS OF SALE: Cash. A deposit of Five Thousand Dollars ($5,000.00) 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 Bldg., South St.
Annapolis, Md.

17

LIBER 124 PAGE 476

Annapolis, Maryland
Tuesday, January 12, 1960

I hereby certify that I have this 12th day of January, 1960, sold the property of William W. Townshend, Jr., Attorney named in mortgage, - which property is described on the reverse side hereof, unto The Baltimore & Annapolis Railroad Company,

at and for the sum of Fifteen Thousand and Six Hundred Dollars ($15,600.00),

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

Robert H. Campbell

Annapolis, Maryland
January 12, 1960

I/We hereby certify that we have this 12th day of January, 1960, purchased from William W. Townshend, Jr., Attorney named in mortgage, the property described on the reverse side hereof, at and for the sum of Fifteen Thousand and Six Hundred Dollars ($15,600.00)

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

THE BALTIMORE & ANNAPOLIS RAILROAD COMPANY
Purchaser

FILED
1960 JAN 15 AM 11:24

13

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF TALBOTT CONCRETE COMPANY, INC., a body corporate JAMES B. TALBOTT and LILLIAN B. TALBOTT, his wife	* * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,563 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 James B. Talbott and Lillian B. Talbott, his wife; and Talbott Concrete Company, Inc., a body corporate of Anne Arundel County, Maryland, dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218, 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 Evening Capital and the Maryland Gazette, newspapers 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, January 12, 1960, at 11:00 o'clock A.M., and then and there sold the said property unto The Baltimore and Annapolis Railroad Company at and for the sum of Fifteen Thousand Six Hundred Dollars ($15,600.00), being at that figure the highest bidder therefor, said property described as follows:

All that fee simple property belonging to the Talbott Concrete Company, Inc., situate at the end of Clay Street,

FILED

1960 JAN 15 AM 11:24

14

Annapolis, Maryland, and more particularly described as follows; that is to say:

PARCEL No. 1 - consisting of .91 acre, more or less, as surveyed by J. R. McCrone, Registered Professional Engineers and Land Surveyors in February 1947 and being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218.

PARCEL No. 2 - consisting of .46 acre, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors in February 1947. Being a part of the property conveyed to Talbott Concrete Company, Inc., by David R. Talbott by deed dated December 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 553, folio 41. Also being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al, to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218.

PARCEL No. 3 - consisting of .171 acre, more or less, being known as Lot No. 1 of West Section of Adams Park and being a part of the property conveyed to Talbott Concrete Company, Inc., by David R. Talbott, et al, by deed dated December 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 553, folio 41. Also being more particularly described in a mortgage from Talbott Concrete Company, Inc., et al, to the Annapolis Banking and Trust Company dated July 2, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1132, folio 218.

Excepting therefrom, however, the various parcels sold to the Board of Education, Anne Arundel County, Maryland, which

15

parcels are described on the handbill attached hereto.

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 Thousand Dollars ($5,000.00) 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 Clurt for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of 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 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

16

ORDER NISI

LIBER 124 PAGE 480

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF TALBOTT CONCRETE COMPANY

~~XXXXX~~

Inc., a body corporate
JAMES B. TALBOTT and
LILLIAN B. TALBOTT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,563 Equity

Ordered, this 15th day of January, 1960, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in mortgage ~~XXXXX~~

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 sales ~~to be~~ was $ 15,600.00

FILED 1960 JAN 15 AM 11:24

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF TALBOTT CONCRETE COMPANY, INC.,

~~XXXXX~~

a body corporate
JAMES B. TALBOTT and
LILLIAN B. TALBOTT, 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~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
Judge

FILED
1960 MAR 22 PM 2:12

17

LIBER 124 PAGE 481

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,563 EQUITY

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF TALBOTT CONCRETE COMPANY, INC., a body corporate JAMES B. TALBOTT and LILLIAN B. TALBOTT, his wife

Ordered, this 15th day of January, 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 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 $15,600.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
M-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 11, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,563

Talbott Concrete Company, Inc.

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 21st day of March, 1960. The first insertion being made the 11th day of February, 1960.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 13 1960 MAR 15 AM 9:45

By M. Tilgerman

18

In the Case of

In the Matter of the Mortgaged Real Estate of

~~vs~~

Talbott Concrete Company, Inc., a body corporate, and James B. Talbott and Lillian B. Talbott, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,563 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 25, 1960.

FILED
1960 APR 25 PM 12:31

Dr. In the Matter of the Mortgaged Real Estate of Talbott Concrete Co., Inc., a body corporate, James B. Talbott and Lillian B. Talbott, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	503	09	603	09
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account	18	00		
			59	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	330	78		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	28	14		
Globe Indemnity Co. - bond premium	62	40		
Robert H. Campbell - auctioneer's fee	150	00		
J. R. McCrone, Jr., Inc. - services in locating cemetery	39	00		
One-half Federal documentary stamps	8	80		
One-half State documentary stamps	17	60		
Viola J. Brown - notary fees	1	50		
			665	22
To Attorney for Taxes, viz:				
1958 State and County taxes	74	77		
1959 State and County taxes	88	12		
1960 State and County taxes ($92.82) - 12 days	3	05		
1959 Annapolis City taxes ($70.66) - 6 months 12 days	37	64	203	58
To Attorney for Benefit Charges, viz:				
Annapolis Water Dept. - metered water to 1/12/60	15	67	15	67
To Annapolis Banking & Trust Company, mortgagee - this balance on account mortgage claim	14,222	54	14,222	54
			15,769	60
Amount of mortgage claim filed	30,120	00		
Cr. Amount allowed above	14,222	54		
Balance subject to decree in personam	15,897	46		

20

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

1960						
Jan.	12	Proceeds of Sale	15,600	00		
		Interest on deferred payment of $10,600.00 to 4/18/65 - 96 days	169	60	15,769	60
					15,769	60

ORDER NISI LIBER 124 PAGE 485

In the Matter of the Mortgaged Real Estate of ~~XXXXXX~~ Talbott Concrete Co., Inc., a body corporate, James B. Talbott and Lillian B. Talbott, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 13,563 Equity.

ORDERED, This 25th 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 31st day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of May next.

George T. Cromwell

FILED 1960 APR 25 PM 12:31

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st 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 -1 PM 3:32

O. Bowie Duckett

OFFICI)F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 486

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 25, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,563
Auditor Account
James B. Talbott
(Talbott Concrete Company, Inc.)

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of May, 1960. The first insertion being made the 27th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAY 27 PM 1:48

By [illegible]

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,563 Equity

In the Matter of the Mortgaged Real Estate of
TALBOTT CONCRETE CO., INC., a body corporate,
JAMES B. TALBOTT, and
LILLIAN B. TALBOTT, his wife

Ordered, this 25th 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 31st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-11

No. M. G. 14770

23

LIBER 124 PAGE 487

LEONARD FERSHTUT
and
BERNICE FERSHTUT, his wife
1809 Harford Avenue,
Baltimore 13, Maryland.

Complainant

vs

CHARLES B. HOWARD,
and
FLORENCE HOWARD, his wife
R.F.D.,
Glen Burnie, Maryland

A N D

All of the above persons, if living, their heirs and assigns, and any and all persons having or claiming to have any interest in property known as 0.74 Acre of Land, more or less, W.S. Batts Hill Road, 3rd Election District of Anne Arundel County, Maryland, at or near the village of Freetown, Maryland, and more particularly described in Deed dated November 2, 1956, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1077, folio 3

Respondents

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 13,271

* * * * * * * * * * *

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Complainants, by Clayton A. Reid, their Solicitor, respectfully represents to your Honor:

1. That the Complainants, Leonard Fershtut and Bernice Fershtut, his wife, became vested of title to the following described property by Deed dated November 2, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1077, folio 3, from Mary Keene and John E. Keene, her husband:

BEGINNING for the same at an iron pipe set on the southerly side of an existing private road, for use in common, said pipe being distant South 17 degrees East 212.0 feet from a stone found marking the beginning of the South 17 degrees East 726 foot line of the five acre tract of ground conveyed to William Sedgwick and wife by Louis M. Strauss, Trustee, dated September 19, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 320, folio 36, said tract of land being more particularly described in Liber G.W. No. 77, folio 486, and running thence from said point of beginning South 17 degrees East 100.00 feet to an iron pipe therefound, thence North 83 degrees 11 minutes 30 seconds East 313.11 feet to an iron pipe set on the Westerly side of the Batts Hill Road, thence with said road North 6 degrees 20 minutes West 100.00 feet to an iron pipe set on the Southerly side of the aforementioned road (private road) and thence with said private road South 82 degrees 55 minutes West 331.65 feet to the place of beginning; containing 0.74 acres of land more or less.

1959 JUN 11 PM 4 45

Copy of said Deed attached hereto marked Exhibit No. 1 and prayed to be taken as a part hereof.

2. That the above described lot of ground is a part of the secondly described parcel of land which, on October 9, 1939, John M. Green, Treasurer of Anne Arundel County did sell at public sale to William O. Sedgwick (tax sale procedings No. 4898) all the right, title and interest of Charles B. Howard in and to three parcels of land to enforce the payment of taxes then in default. Copy of Tax Sale Certificate No. 2820 attached hereto marked Exhibit No. 2 and prayed to be taken as a part hereof.

3. That said sale was finally ratified and confirmed by the Circuit Court for Anne Arundel County on the 21st day of October, 1940, and pursuant thereto, James A. Walton, who was then Treasurer for Anne Arundel County, Maryland, granted and conveyed said three parcels of land to William O. Sedgwick by Deed dated October 22, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 225, folio 411, the second parcel of land in said Deed being described as follows:

> "Parcel No. 2: All those five acres of ground acquired by Charles B. Howard from Herman C. Wockenfuss, by deed dated October 31, 1910, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. No. 77, folio 486."

4. That at the time of said sale by the Treasurer of Anne Arundel County, Charles B. Howard and Florence Howard, his wife, were vested of title to the property sold, however, the said Florence Howard was not made a party to the tax-sale procedings and further that the property described in said procedings did not adequately describe the property sold thereunder.

5. That the Land Records and Assessment Records of Anne Arundel County disclose that Charles B. Howard and Florence Howard, his wife, R.F.D., Glen Burnie, Maryland, were in title to said property on the date it was sold for non-payment of taxes.

6. That the property herein referred to in paragraph 1, comprising a part of the property referred to in paragraph 2 hereof, has not been redeemed by any party in interest, although more than one year from the date of sale has expired.

7. That to redeem this property it will be necessary for the Respondents to pay the sum set forth in said tax sale procedings No. 4898, with interest

from date of sale to date of redemption, and all penalties accruing subsequent to the date of sale and reimburse the Complainants for said amounts due under Sections 110 and 111, Article 81, Annotated Code of Maryland (1957 edition).

WHEREFORE, your Complainants Pray:

a. That process be directed to the above mentioned Respondents at the last known address of each of them commanding them to appear in this Court on some day certain to be named therein, and make answer hereto.

b. That this Court may pass a final decree foreclosing all rights of redemption of the Respondents in and to the said property herein described as now vested in the Complainants.

c. That this Bill of Complaint may be amended and that additional parties be made respondents hereto if the same becomes necessary or advisable.

d. That an Order of Publication be issued directed to all the parties in interest in the property herein.

e. And for such other and further relief as the nature of their case may require

AND, as in duty bound, etc.

Clayton A. Reid

Clayton A. Reid,
Solicitor for Complainants.
805 Fidelity Building,
Baltimore 1, Maryland.
Plaza 2-1260.

THIS DEED, Made this 2nd day of November, in the year nineteen hundred and fifty-six between MARY KEENE, formerly Mary Spencer, and JOHN E. KEENE, her husband, of Baltimore City, in the State of Maryland, of the first part, and LEONARD FERSHTUT and BERNICE FERSHTUT, his wife, of said City and State, of the second part.

WITNESSETH, That in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mary Keene in her own right and in exercise of the power and authority reserved by her under the deed hereinafter referred to, and the said John E. Keene, her husband, do grant and convey unto the said Leonard Fershtut and Bernice Fershtut, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of such survivor, the absolute and entire interest and estate, including both the life estate and the estate in remainder under said deed, in and to all thatlot of ground situate in the Third Election District of Anne Arundel County, State of Maryland, at or near the village of Freetown, and described as follows:

BEGINNING for the same at an iron pipe set on the southerly side of an existing private road, for use in common, said pipe being distant South 17 degrees East 212.0 feet from a stone found marking the beginning of the South 17 degrees East 726 foot line of the five acre tract of ground conveyed to William Sedgwick and wife by Louis M. Strauss, Trustee, dated September 19, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 320, folio 36, said tract of land being more particularly described in Liber GW No. 77, folio 486, and running thence from said point of beginning south 17 degrees east 100.00 feet to an iron pipe there found, thence 83 degrees 11 minutes 30 seconds east 313.11 feet to an iron pipe set on the westerly side of the Batts Hill Road, thence

1959 JUN 11 10:45

4 EXHIBIT No. 1.

with said road north 6 degrees 20 minutes west 100.00 feet to an iron pipe set on the southerly side of the aforementioned road (private road) and thence with said private road south 82 degrees 55 minutes west 331.65 feet to the place of beginning; containing 0.74 acres of land more or less.

BEING the same lot of ground which by deed dated December 31, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH 3rd No. 345, folio 475 was conveyed by the said Mary Keene, under her then name of Mary Spence, to Leonard Spence, the said Mary Keene, under her then name of Mary Spence, reserving a life estate therein with power to sell or in any manner dispose of said property, including both the life estate and the estate in remainder under said deed, in exercise of which said power these presents are executed, the said Mary Spence having since intermarried with John E. Keene.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said Leonard Fershtut and Bernice Fershtut, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of such survivor, forever, in fee simple.

AND the said Grantors hereby covenant that they will warrant specially the property hereby conveyed; that they have done no act to encumber the property hereby conveyed and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said grantors.

Test:

Mary Keene

Mary B. Reid

John E. Keene

5

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 2nd day of November in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Mary Keene and John E. Keene, her husband, the within named grantors and severally acknowledged the aforegoing deed to be their respective

Witness my hand and Notarial seal.

Mary B. Reid Notary Public

Rec'd for record [illegible] at [illegible]

Mailed to [illegible]

6

LIBER 124 PAGE 493

Nº 2820 CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr. successor to John M. Green, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9, 1939, I sold to H. M. O. Sedgwick at public auction for the sum of 36.00 Dollars and ____ Cents, of which 35.12 Dollars has been paid as a deposit on the property in District 3 described as 10 acres and improvements situated at Selby-Fleetown.

and assessed to Charles B. Howard

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 10, 1940, 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 May day of 28th 1959

Edward M. Dunn Jr.
Collector

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ____ day of ~~October~~ May 29th, 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 P. Carter
Notary Public.

My Commission Expires May 1, 1961

FILED
1959 JUN 11 AM 10:45

1 EXHIBIT Nº 2.

CLAYTON A. REID, Solicitor,
05 Fidelity Building,
Baltimore 1, Maryland.

LIBER 124 PAGE 494

LEONARD FERSHTUT
and
BERNICE FERSHTUT, his wife
1809 Harford Avenue,
Baltimore 13, Maryland.

Complainant

vs

CHARLES B. HOWARD,
and
FLORENCE HOWARD, his wife
R.F.D.,
Glen Burnie, Maryland.

A N D

All of the above persons, if living, their heirs and assigns, and any and all persons having or claiming to have any interest in property known as 0.74 Acre of Land, more or less, W.S. Batts Hill Road, 3rd Election District of Anne Arundel County, Maryland, at or near the village of Freetown, Maryland, and more particularly described in Deed dated November 2, 1956, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1077, folio 3

RESPONDENTS.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 13.271

- - - - - - - - - -

ORDER OF PUBLICATION

The object and purpose of this proceding is to secure the foreclosure of all rights of redemption of the Respondents in and to the following described property located in the 3rd Election District of Anne Arundel County, State of Maryland, at or near the village of Freetown, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe set on the southerly side of an existing private road, for use in common, said pipe being distant South 17 degrees East 212.0 feet from a stone found marking the beginning of the South 17 degrees East 726 foot line of the five acre tract of ground conveyed to William Sedgwick and wife by Louis M. Strauss, Trustee, dated September 19, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 320, folio 36, said tract of land being more particularly described in Liber G.W. No. 77, folio 486, and running thence from said point of beginning South 17 degrees East 100.00 feet to an iron pipe there found, thence North 83 degrees 11 minutes 30 seconds East 313.11 feet to an iron pipe set on the Westerly side of the Batts Hill Road, thence with said road North 6 degrees 20 minutes West 100.00 feet to an iron pipe set on the Southerly side of the aforementioned road (private road) and thence with said private road South 82 degrees 55 minutes West 331.65 feet to the place of beginning; containing 0.74 acres of land more or less.

FILED

1959 JUN 11 AM 10:44

Being the same lot of ground which by Deed dated November 2, 1956, was granted and conveyed by Mary Keene and John E. Keene, her husband, to Leonard Fershtut and Bernice Fershtut, his wife, said Deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1077, folio 3.

See also, Tax Sale procedings No. 4898.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although a year and a day from the date of sale has expired.

It is therefore, this 11th day of June, 1959, by the Circuit Court for Anne Arundel County in Equity, O R D E R E D, that Notice by Publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, before the 20th day of July, 1959, giving notice of the object and substance of this Bill and Order, and warning all persons interested in said property to be and appear in this Court either in person or by attorney on or before the 20th day of August, 1959, and redeem the property and answer the Bill of Complaint or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainants a title free and clear of all encumbrances.

George T. Cromwell
Clerk

9

CLAYTON A. REID, Solicitor
805 Fidelity Building
Baltimore 1, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 13,271

LEONARD FERSHTUT and
BERNICE FERSHTUT, his wife
1809 Harford Avenue
Baltimore 13, Maryland
Complainant

vs.

CHARLES B. HOWARD, and
FLORENCE HOWARD, his wife
R.F.D., Glen Burnie, Maryland,
AND
All of the above persons, if living, their heirs and assigns, and any and all persons having or claiming to have any interest in property known as 0.74 Acre of Land, more or less, W.S. Batts Hill Road, 3rd Election District of Anne Arundel County, Maryland, at or near the village of Freetown, Maryland, and more particularly described in Deed dated November 2, 1956, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1077, folio 3.
Respondents

Order Of Publication

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Respondents in and to the following described property located in the 3rd Election District of Anne Arundel County, State of Maryland, at or near the village of Freetown, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe set on the southerly side of an existing private road, for use in common, said pipe being distant South 17 degrees East 212.0 feet from a stone found marking the beginning of the South 17 degrees East 726 foot line of the five acre tract of ground conveyed to William Sedgwick and wife by Louis M. Strauss, Trustee, dated September 19, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 320, folio 36, said tract of land being more particularly described in Liber G.W. No. 77, folio 486, and running thence from said point of beginning South 17 degrees East 100.00 feet to an iron pipe there found, thence North 83 degrees 11 minutes 30 seconds East 313.11 feet to an iron pipe set on the Westerly side of the Batts Hill Road, thence with said road North 6 degrees 20 minutes West 100.00 feet to an iron pipe set on the Southerly side of the aforementioned road (private road) and thence with said private road South 82 degrees 55 minutes West 331.65 feet to the place of beginning; containing 0.74 acres of land more or lesss.

Being the same lot of ground which by Deed dated November 2, 1956, was granted and conveyed by Mary Keene and John E. Keene, her husband, to Leonard Fershtut and Bernice Fershtut, his wife, said Deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1077, folio 3.

See also, Tax Sale proceedings No. 4898.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 496

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1959

We hereby certify, that the annexed
Order of Publication
Eq. No. 13,271

Charles B. Howard

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of July, 1959. The first insertion being made the 18th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUL 10 PM 3:57

By H. Tilghman

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although a year and a day from the date of sale has expired.

It is therefore, this 11th day of June, 1959, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that Notice by Publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, before the 20th day of July, 1959, giving notice of the object and substance of this Bill and Order, and warning all persons interested in said property to be and appear in this Court either in person or by attorney on or before the 20th day of August, 1959, and redeem the property and answer the Bill of Complaint or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainants a title free and clear of all encumbranches.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-9

LEONARD FERSHTUT, and BERNICE FERSHTUT, his wife vs CHARLES B. HOWARD, and FLORENCE HOWARD, his wife A N D All of the above persons, if living, their heirs and assigns, and any and all persons having or claiming to have any interest in property known as 0.74 Acre of Land, more or less, W.S. Batts Hill Road, 3rd Election District of Anne Arundel County, Maryland, at or near the village of Freetown, Maryland, and more particularly described in Deed dated November 2, 1956, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1077, folio 3	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 13,271 Docket: 18 Folio: 177

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PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Leonard Fershtut and Bernice Fershtut, his wife, by Clayton A. Reid, their Solicitor, respectfully shows:

1. That a subpoena was issued for the following respondents and that the same has been returned twice, marked "mortuus sunt"; and "non sunt".

Charles B. Howard, R.F.D., Glen Burnie, Maryland

Florence Howard, R.F.D., Glen Burnie, Maryland.

2. That a Certified Mail letter was addressed and mailed to each of the above Respondents named in paragraph 1 hereof, return receipt requested, at the above listed address, and that each letter has been returned marked: "Unknown" and "Insufficient address", and are attached hereto and marked as Exhibits No. 3 and No. 4.

3. That the above named Respondents 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 filed herein.

FILED

1959 SEP 30 AM 9:59

WHEREFORE, your petitioners pray that this Bill of Complaint be taken Decree pro confesso against said respondents

AND, as in duty bound, etc.

Clayton A. Reid
Clayton A. Reid,
Solicitor for Complainants.

Leonard Fershtut
Leonard Fershtut

Bernice Fershtut
Bernice Fershtut
Complainants.

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 26th day of September, 1959, before me, the subscriber, a notary public in and for Baltimore City, aforesaid, personally appeared Leonard Fershtut and Bernice Fershtut, his wife, and each made oath in due form of law that the matters and facts contained in the aforegoing petition are true to the best of their knowledge, information and belief

AS WITNESS my hand and notarial seal

A Wilhelm Jr.
A. WILHELM JR.
Notary Public

MILITARY AFFIDAVIT

We hereby make oath that the Respondents, Charles B. Howard and Florence Howard are not in the military service as defined in the Soldier's and Sailor's Civil Relief Act of the United States.

Leonard Fershtut
Leonard Fershtut

Bernice Fershtut
Bernice Fershtut

SWORN to before me by the Affiants this 26 day of September, 1959.

A Wilhelm Jr.
A. WILHELM JR.
Notary Public.

12

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that subpoenas have been returned against the Respondents named in Paragraph One of the Petition for Decree pro confesso marked "mortuus sunt" and "non sunt" and that a Certified Mail Letter, Return Receipt Requested was mailed to each of said Respondents on the 27th day of August, 1959, and returned marked "Unknown" and "Insufficient Address" and that all of the Respondents were notified by Order of Publication and that the Order of Publication heretofore issued has been fully published in the "Maryland Gazette", a newspaper published in Annapolis, State of Maryland, and all of the Respondents having failed to appear, either in person or by Solicitor, and answer the Bill of Complaint filed against them,

It is, therefore, this 19th day of October, 1959, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED, AND DECREED that the said Bill of Complaint be, and the same is hereby taken as Decree pro confesso against said Respondents

Matthew S. Evans

Judge.

FILED

1959 OCT 20 AM 10:36

13

LIBER 124 PAGE 501

LEONARD FERSHTUT, and BERNICE FERSHTUT, his wife vs CHARLES B. HOWARD, and FLORENCE HOWARD, his wife A N D All of the above persons, if living, their heirs and assigns, and any and all persons having or claiming to have any interest in property known as 0.74 Acre of Land, more or less, W.S. Batts Hill Road, 3rd Election District of Anne Arundel County, Maryland, at or near the village of Freetown, Maryland, and more particularly described in Deed dated November 2, 1956, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1077, folio 3	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 13,271 Docket: 18 Folio: 177

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PETITION TO ADD EXHIBIT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Comes now Leonard Fershtut and Bernice Fershtut, his wife, Complainants, by Clayton A. Reid, their solicitor, and petitions that this Honorable Court approve as an additional exhibit in this cause, for the purpose of showing how the Complainants herein derived title to the land which is the subject of this cause, the attached letter marked as Exhibit No. 5, from the Maryland Title Company dated October 14, 1959.

AND, as in duty bound, etc.

Clayton A. Reid,
Solicitor for Complainants

FILED
1959 OCT 15 PM 12:18

14

- O R D E R -

this 16th day of Oct 1959

Upon the aforegoing Petition and Exhibit, it is hereby O R D E R E D by the Circuit Court of Anne Arundel County in Equity, that the letter from The Maryland Title Company dated October 14, 1959, attached and marked as Exhibit No. 5, is approved as an additional Exhibit in this cause and becomes part thereof.

Matthew Evans

Judge.

FILED

1959 OCT 19 AM 10:25

15

LIBER 124 PAGE 503

THE MARYLAND TITLE GUARANTEE CO.

215 E. FAYETTE STREET
BALTIMORE-2, MD.
SARATOGA 7-0030

CHARLES H. BUCK
PRESIDENT
JOSEPH S. KNAPP, Jr.
EXECUTIVE VICE-PRESIDENT
TREASURER
ELBRIDGE B. DONALDSON
VICE-PRESIDENT
CHIEF TITLE OFFICER
PAUL L. PLACK
VICE-PRESIDENT
TITLE OFFICER
FREDERICK R. BUCK
VICE PRESIDENT
JOHN W. BROWN, Jr.
SECRETARY
ROBERT B. KELM
ASST. SECRETARY
TITLE OFFICER
HARRY G. BAYLEY
ASST. SECRETARY
H. LEISTER McNEIL
ASST. TREASURER

October 14, 1959

IN REPLY REFER TO
APPLICATION NO. 139,460

Leonard Fershtut & Bernice Fershtut
1809 Harford Avenue
Baltimore 13, Maryland

Dear Mr. and Mrs. Fershtut:

This is to certify that the property known as 0.74 acres of land more or less west side of Batts Hill Road, Third Election District of Anne Arundel County Maryland, and or near the village of Free Town, Maryland, and more particularly described in a Deed dated November 2, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1077, folio 3, from Mary Keene and John E. Keene, her husband, to you Leonard Fershtut and Bernice Fershtut, his wife, was derive through the following chain of title:

1. Deed from James A. Walton, County Treasurer of Anne Arundel County, to William O. Sedgwick dated October 22, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 225, folio 441, the said land therein described having been sold for the nonpayment of State, County and school taxes due and owing on the property assessed to Charles B. Howard in the year 1938.

2. Deed from William O. Sedgwick, single, to William R. Sedgwick dated April, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 276, folio 414.

3. Deed from William R. Sedgwick and Rilla Sedgwick, his wife, to Louis M. Strauss, Trustee, dated September 19, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 320, folio 35.

4. Deed from Louis M. Strauss, Trustee, to William R. Sedgwick and Rilla Sedgwick, his wife, dated September, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 320, folio 36.

5. Deed from William R. Sedgwick and Rilla Sedgwick, his wife, to Mary Spencer dated September 26, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 345, folio 474.

6. Deed dated December 31, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 345, folio 474, was granted and conveyed by Mary Spencer, widow, to Leonard Spencer, reserving however unto the said Mary Spencer, widow, a life estate with fully power to convey, etc.

FILED

1959 OCT 15 PM 12:18

EXHIBIT NO. 5

16

SHEET NO. 2 DATE 10/14/59 M. T. G. TO Leonard Fershtut & Bernice Fershtut
1809 Harford Avenue
Baltimore 13, Maryland

LIBER 124 PAGE 504

7. Deed from Mary Keene formerly Mary Spencer and John E. Keene, her husband, in exercise of the life estate reserved in said Deed recorded in J.H.H. No. 345, folio 475 to Leonard Fershtut and Bernice Fershtut, his wife, dated November 2, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1077, folio 3.

Very truly yours,

Thos. C. Carlin

Thomas C. Carlin
Examiner

TCC:cem

Enclosure

17

LEONARD FERSHTUT
and
BERNICE FERSHTUT, his wife
1809 Harford Avenue,
Baltimore 13, Maryland

Complainant

vs

CHARLES B. HOWARD, and

FLORENCE HOWARD, his wife,
R.F.D.,
Glen Burnie, Maryland

A N D

All of the above persons, if living, their heirs and assigns, and any and all persons having or claiming to have any interest in property known as 0.75 Acre of Land, more or less, W.S. Batts Hill Road, 3rd Election District of Anne Arundel County, Maryland, at or near the village of Freetown, Maryland, and more particularly described in Deed dated November 2, 1956, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1077, folio 3

Respondents

LIBER 124 PAGE 505

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 13,271

Docket: 18

Folio: 177

- - - - - - - - - - -

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81 of the Annotated Code of Maryland (1957 edition), it is thereupon, this 23rd day of November, 1959, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED:

1. That all rights of redemption of the Respondents or any one claiming by, through, from or under them, or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County for non-payment of taxes, be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property described in Deed recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1077, folio 3, free and clear of all alienations accruing

CLAYTON A. REID
ATTORNEY-AT-LAW

FILED

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18

prior to this Decree, as well as all encumbrances and all existing tax assessments to which the same are subject are hereby vested in the Complainants, Leonard Fershtut and Bernice Fershtut, his wife.

3. And it is further Adjudged, Ordered and Decreed, that the Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County, a body corporate of the State of Maryland, prepare, execute and deliver to the said Leonard Fershtut and Bernice Fershtut, his wife, a Deed in fee simple to said property upon payment of the purchase money due on account of the purchase price of the property, if any balance therebe, together with all taxes and other county or municipal liens and interest and penalties thereon, accruing subsequent to the date of sale.

4. That the Complainants shall pay the costs of these proceedings.

Matthew Crane

Judge.

CLAYTON A. REID
ATTORNEY-AT-LAW

15

LIBER 124 PAGE 507

In the matter of the mortgaged real	:	No. 13,375 Equity
estate of William W. Reeves, Jr.,	:	In the Circuit Court for
and Betty Jeanne Reeves, his wife	:	Anne Arundel County

Mr. Clerk,

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

William W. Townshend, Jr.,
Attorney

FILED

1959 AUG 17 AM 11:55

LIBER 124 PAGE 508

PURCHASE MONEY

LIBER 1036 PAGE 162

L 3083
No 13 375

This Mortgage,

made this 13TH day of June in the year one thousand nine hundred and fifty-six, between

WILLIAM W. REEVES, JR., and BETTY JEANNE REEVES, 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

ELEVEN THOUSAND FIVE HUNDRED DOLLARS - - - - - - - - - - - - - - - - - - - ($11,500.00)

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 EIGHTY TWO DOLLARS - - - - - - - - - - - - - - - - - - - ($82.00) 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 13th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 18, 19, 20 and 21, Block 13, as shown on a plat of Cedarhurst recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 20.

BEING the same property conveyed to the within-named Mortgagors by James N. Baker and Patricia Jean Baker, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Deed to Trustee. 10/30/58

FILED

1959 AUG 17 AM 11:55

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

William W. Reeves Jr. (SEAL)
William W. Reeves, Jr.

Betty Jeanne Reeves (SEAL)
Betty Jeanne Reeves

..... (SEAL)

4

LIBER 124 PAGE 511

LIBER 1036 PAGE 165

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 13TH day of June, in the year one thousand, nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William W. Reeves, Jr., and Betty Jeanne Reeves, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
NOTARY PUBLIC
NORWOOD A. WIENEKE

My Commission expires 5/6/57

Rec'd for record June 14, 1956, at 1:09 P.M.
Mailed to Wm W Townshend, Jr.

L-3083 (2) N

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

PURCHASE MONEY
MORTGAGE
FROM
WILLIAM W. REEVES, JR., AND
BETTY JEANNE REEVES, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber No. ..... Folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 2.00

RECORDED IN LIBER G.T.C. NO. 1036 FOLIO 167
1956 JUN 14 PM 1:09
GEO. T. CROMWELL, CLERK
RECORDED IN LIBER G.T.C. NO. 1036 FOLIO 167
ANNE ARUNDEL COUNTY
RECORDS OF
FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

LIBER 124 PAGE 512

In the matter of the mortgaged real estate of William W. Reeves, Jr., and Betty Jeanne Reeves, his wife	:	No. 13,375 Equity In the Circuit Court for Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from William W. Reeves, Jr. and Betty Jeanne Reeves, his wife, dated June 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1036, Folio 162		$11,500.00
Total amount paid on principal	$ 928.53	
Credit in Expense Account	125.04	1,053.57
		$10,446.43
Interest to July 31, 1959	$ 52.86	
Interest to August 31, 1959	52.86	
Interest to September 8, 1959	14.08	119.80
Total amount of indebtedness due		$10,566.23

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of August, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED

1959 AUG 17 AM 11:55

6

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

A T T O R N E Y ' S S A L E no/3375 Equity

OF

VALUABLE IMPROVED REAL ESTATE
at Cedarhurst, Fourth District
of Anne Arundel County, Maryland

Under and by virtue of a power of sale contained in a mortgage from William W. Reeves, Jr., and Betty Jeanne Reeves, his wife, dated June 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1036, Folio 162, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 8, 1959

at 1:30 o'clock P.M.

All that fee simple property situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 18, 19, 20 and 21, in Block 13, as shown on a plat of Cedarhurst recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 20.

Being the same property conveyed to William W. Reeves and Betty Jeanne Reeves, his wife, by James N. Baker and Patricia Jean Baker, his wife, by deed dated June 13, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1036, Folio 160.

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

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette
August 13, 20, 27
September 3

FILED
1959 AUG 17 AM 11:55

7

LIBER 124 PAGE 514

LIBER 10 PAGE 76

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 13,375 Equity

BOND NO. 298882

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 ELEVEN THOUSAND, FIVE HUNDRED AND 00/100 $11,500.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of August, 1959.

WHEREAS, by virtue of a power of sale contained in a Mortgage from William W. Reeves Jr. and Betty Jeanne Reeves, his wife to United Federal Savings and Loan Association, bearing date on or about June 13th-1956, the said William W. Townshend Jr. as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said mortgage, or of the interest thereon in whole or in part.

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

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

Witness as to Principal:
Alice Gary

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

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

NEW AMSTERDAM CASUALTY COMPANY
By William A. Weech
William A. Weech
Attorney-in-Fact

Bond approved this 8th day of September 1959.
George T. Cromwell, Clerk

FILED
1959 SEP -8 AM 11:47

8

Equity No. 13,375

AFFIDAVIT OF NON-MILITARY SERVICE LIBER 124 PAGE 515

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 4th day of September, 19 59, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in mortgage,

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants,
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

William W. Reeves, Jr., and Betty Jeanne Reeves, his wife,

~~and~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 4th day of September, 1959.

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Notarial Seal

Alice Gary

Alice Gary, Notary Public

My Commission will expire on: 5/1/61

Filed,

William W. Townshend, Jr.,
ATTORNEY NAMED IN MORTGAGE

FILED
1959 SEP 10 AM 11:21

9

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

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

AT CEDARHURST, FOURTH DISTRICT
OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from William W. Reeves, Jr., and Betty Jeanne Reeves, his wife, dated June 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1036, Folio 162, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Sept. 8, 1959

AT 1:30 O'CLOCK, P.M.

All that fee simple property situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 18, 19, 20 and 21, in Block 13, as shown on a plat of Cedarhurst recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 20.

Being the same property conveyed to William W. Reeves and Betty Jeanne Reeves, his wife, by James N. Baker and Patricia Jean Baker, his wife, by deed dated June 13, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1036, Folio 160.

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

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

For further particulars, apply to:

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

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

FILED
1959 SEP 10 AM 11:21

10

Annapolis, Md.
Tuesday, September 8, 1959

LIBER 124 PAGE 517

I hereby certify that I have this 8th day of September, 1959, sold the property of William W. Townshend, Jr., Attorney named in mortgage, known as Lots Nos. 18, 19, 20 and 21, Block 13, Cedarhurst, Fourth District of Anne Arundel County, Maryland, unto

James Brown and Emma Brown, his wife

at and for the sum of

Ten Thousand One Hundred Thirty Dollars ----------($10,130.00)

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

Robert H. Campbell

Robert H. Campbell

Annapolis, Md.
September 8, 1959

I/We hereby certify that we have this 8th day of September, 1959, purchased from William W. Townshend, Jr., Attorney named in mortgage, the property known as Lots Nos. 18, 19, 20 and 21, Block 13, Cedarhurst, Fourth District of Anne Arundel County, Maryland, at and for the sum of

Ten Thousand One Hundred Thirty Dollars ----------($10,130.00)

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

James Brown
James Brown Purchaser

Emma Brown
Emma Brown Purchaser

FILED

1959 SEP 10 AM 11:21

In the matter of the mortgaged real	:	No. 13,375 Equity
estate of William W. Reeves, Jr.,	:	In the Circuit Court for
and Betty Jeanne Reeves, his wife	:	Anne Arundel County

To the Honorable, the Judges of said Court:

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

That under and by virtue of a power of sale contained in a mortgage from William W. Reeves, Jr., and Betty Jeanne Reeves, his wife, dated June 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1036, Folio 162, 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, September 8, 1959, at 1:30 o'clock p.m. and then and there sold the said property unto James Brown and Emma Brown, his wife, at and for the sum of Ten Thousand One Hundred Thirty Dollars ($10,130.00) being at that figure the highest bidders therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 18, 19, 20 and 21, in Block 13, as shown on a plat of Cedarhurst recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 20.

FILED

1959 SEP 10 AM 11:22

12

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

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of September, 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.

13

ORDER NISI

LIBER 124 PAGE 520

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM W. REEVES, JR., ~~XXXXX~~ AND BETTY JEANNE REEVES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,375 Equity

Ordered, this 10th day of September, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage

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

The report states that the amount of sale was $ 10,130.00

FILED 1959 SEPT. 10 AM 11:22

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM W. REEVES, JR., ~~XXXXX~~ AND BETTY JEANNE REEVES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 20th day of October, 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.

O. Bowie Duckett

JUDGE.

FILED

1959 OCT 20 AM 11:27

14

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

Attorney's Sale

Of Valuable Improved Real Estate

AT CEDARHURST, FOURTH DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a mortgage from William W. Reeves, Jr., and Betty Jeanne Reeves, his wife, dated June 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1036, Folio 162, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Sept. 8, 1959
At 1:30 O'Clack P.M.

All that fee simple property situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 18, 19, 20 and 21 in Block 13, as shown on a plat of Cedarhurst recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 20.

Being the same property conveyed to William W. Reeves and Betty Jeanne Reeves, his wife, by James N. Baker and Patricia Jean Baker, his wife, by deed dated June 13, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1036, Folio 160.

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

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

For further particulars, apply to:

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

15

Robert H. Campbell, Auctioneer

s-3

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 521

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1959

We hereby certify, that the annexed Attorney's Sale William W. Reeves, Jr. 13,375

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of September, 1959. The first insertion being made the 13th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 SEP 10 PM 1:19

By H. Tilghman

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,375 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM W. REEVES, JR., and BETTY JEANNE REEVES, his wife

Ordered, this 10th day of September, 1959, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of October next.

The report states that the amount of sale was $10,130.00.

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

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 522

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 13, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,375 William W. Reeves, 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 19th day of October, 1959. The first insertion being made the 17th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 OCT 13 PM 2 07

BY H. Tilghman

No. M. G. 11136

16

In the Case of

In the Matter of the Mortgaged
Real Estate
of
William W. Reeves, Jr.,
and
Betty Jeanne Reeves, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,375 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

November 6, 1959

Laura R. Jackling
Auditor.

FILED

1959 NOV 10 PM 12:01

Dr. In the Matter of the Mortgaged Real Estate of William W. Reeves, in ac. Jr., and Betty Jeanne Reeves, his wife

To Attorney for Commissions, viz:	336	36		
To Attorney for Fee, viz:	100	00	436	36
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	12		
New Amsterdam Casualty Co.-bond premium	46	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	11	55		
Alice Gary - notary fees	1	50	207	71
To Attorney for Taxes, viz: 1959 State and County taxes ($159.83) - 8 months 8 days	96	49	96	49
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	9,419	80	9,419	80
			10,211	86
Amount of mortgage claim filed	10,566	23		
Cr. Amount allowed above	9,419	80		
Balance subject to decree in personam	1,146	43		

14

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

1959						
Sept.	8	Proceeds of Sale	10,130	00		
		Interest on deferred payment of $9,630.00 to 10/29/59	81	86	10,211	86
					10,211	86

ORDER NISI LIBER 124 PAGE 526

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

William W. Reeves, Jr.,

and

Betty Jeanne Reeves, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 13,375 Equity.

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

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of December next.

George T. Cromwell, Clerk

1959 NOV 10 PM 12 01

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of December, 19 59, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 DEC 22 PM 4:02

O. Bowie Duckett

20

OFI E OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 527

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,375 Equity

In the Matter of the Mortgaged Real Estate of
WILLIAM W. REEVES, JR., and
BETTY JEANNE REEVES,
his wife

Ordered, this 10th day of November, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of December next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,375 Auditor account William W. Reeves, 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 21st day of December, 1959. The first insertion being made the 30th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. MSG. DE 213 213 9 5 6

21

LIBER 124 PAGE 528

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JOHN P. LANDON and GENEVIEVE E. LANDON, his wife,	*	Docket 18 Folio 450
		Case No. 13,660 Equity
Defendants	*	Filed

* * * * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

That on the 6th day of March, 1958, the Defendants executed and delivered to James W. Rouse & Company, Incorporated, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $9,450.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

This mortgage was assigned to The Mutual Benefit Life Insurance Company on the 6th day of March, 1958.

That the Defendants have defaulted in the payment of the mortgage debt.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, etc.

Charles T. Albert

Charles T. Albert, Attorney for Plaintiff

FILED

1960 MAR 12 AM 9:22

FHA Form No. 2127-H
(Revised July 1954)

MORTGAGE

No. 13,690 Equity

PURCHASE MONEY

THIS MORTGAGE, Made this 6th day of March, A. D. 19 58, by and between

JOHN P. LANDON and GENEVIEVE E. LANDON, His Wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JAMES W. ROUSE & COMPANY, INCORPORATED,

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of NINE THOUSAND FOUR HUNDRED FIFTY AND 00/100-------- Dollars ($9,450.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five & one-quarter per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-six and 70/100----------Dollars ($56.70), commencing on the first day of April, 19 58, 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, 19 83. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—55500-6

BEING known and designated as Lot 17, Block A as shown on the Plat of "Airage Village" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 34. The improvements thereon being known as 422 Rogers Avenue.

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 immediately prior hereto was granted and conveyed by James Rogers Irvine and Wife unto the Mortgagors herein.

"PETITIONER'S EXHIBIT NO. 1"

FILED

1960 MAR 12 AM 9:22

*Delete italicized words if Mortgagee is not a Building and Loan Association.

3

LIBER 124 PAGE 530

LIBER 1193 PAGE 149

FOR VALUE RECEIVED and without recourse JAMES W. ROUSE & COMPANY, INCORPORATED hereby assigns the within mortgage unto The Mutual Benefit Life Insurance Company, its successors and assigns.

AS WITNESS the signature of JAMES W. ROUSE & COMPANY, INCORPORATED, by the hand of its vice-pres together with its corporate seal hereto affixed this 6th day March, 1958.

WITNESS

Richard L Cover

JAMES W. ROUSE & COMPANY, INCORPORATED

C. L. Carey / Vice Pres

Recorded - March 27, 1958, at 1:17 p.M.

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 consititute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **subject to an annual ground rent of $90.00 payable 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 at any other time.

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

4

5

LIBER 124 PAGE 532
LIBER 1193 PAGE 151

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or **Joseph H. Young**, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of **One Hundred Ten and 00/100**---------Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), **their** heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness: William G. Kearney — John P. Landon [SEAL]
JOHN P. LANDON

Genevieve E. Landon [SEAL]
GENEVIEVE E. LANDON

WILLIAM G. KEARNEY

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1193 PAGE 152

I HEREBY CERTIFY, That on this the 6th day of March, 1958, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared **John P. Landon and Genevieve E. Landon, His Wife,** known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

William G. Kearney
William G. Kearney
Notary Public

My commission expires: May 4th, 1959

Rec'd for record Mar 27, 1958 at 1:17 P.M.

Mailed to Garvey & Dixon

WILLIAM G. KEARNEY

ANNE ARUNDEL COUNTY #4469

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, "Section 222, Section 903, and in connection with "individual mortgages" to be insured under Section 213, Section 220 and Section 221 of the National Housing Act. MR 2-58

STATE OF MARYLAND

Loan No.

CHATTEL INDEX
MORTGAGE

JOHN P. LANDON AND GENEVIEVE E. LANDON, HIS WIFE TO JAMES W. ROUSE & COMPANY, INCORPORATED

SHORT ASSIGNED TO THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

Received for record this day of 19 at o'clock M. Same day recorded in Liber No. etc., one of the Records of ANNE ARUNDEL COUNTY and examined per GEO. ... Clerk.

FOR RECORD IN ... RECORDS OF ANNE ARUNDEL COUNTY
MAR 27 PM
RECORDED IN LIBER NO. 124 FOLIO 532
GEO. ... CROMWELL, CLERK

Clerk of Records, 2nd 9.50

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 MAR 27 PM 1:17
& RECORDED IN LIBER GTC NO. 1193 FOLIO 149
... CROMWELL, CLERK

Insured under Section ... of the National Housing Act and Regulations of the Federal Housing Commissioner ... amended

Dated ..... FEDERAL HOUSING COMMISSIONER

By ..... Authorized Agent.

Date .....

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

GARVEY & DIXON, ATTORNEYS AT LAW
20 N. CALVERT STREET
BALTIMORE 2, MARYLAND

LIBER 124 PAGE 533

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
JOHN P. LANDON and GENEVIEVE E. LANDON, his wife Defendants	*	Docket 18 Folio 450 Case No. 13,600 Equity Filed

* * * * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared HARRY H. BATCHELOR, Vice President of the James W. Rouse & Co., Inc., and made oath in due form of law that he knows of the 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.

Harry H. Batchelor
Harry H. Batchelor
Vice President of
James W. Rouse & Co., Inc.

Subscribed and sworn to before me this 11th day of March, 1960.

V. Kathryn Chapman
Notary Public

My Commission Expires:
May 1st 1961

FILED
1960 MAR 12 AM 9 23

6

LIBER 124 PAGE 534

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
JOHN P. LANDON and GENEVIEVE E. LANDON, his wife, Defendants	*	Docket 18 Folio 430 Case No. 13,690 Equity Filed

* * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of March 1, 1960

John P. and Genevieve E. Landon
422 Rogers Avenue
Glen Burnie, Maryland

Original amount of mortgage		$9,450.00
LESS		
Total principal payments		270.39
		9,179.61
PLUS		
Interest due from August 1, 1959 thru March 1, 1960 at 5-1/4% on $9, 179.61	$282.45	
Late charges from September, October, November, December, January and February	9.84	
Advances made for winterizing property	16.00	308.29
		9,487.90
LESS		
Balance in expense account		30.15
TOTAL MORTGAGE DEBT CLAIMED		$9,457.75

STATE OF MARYLAND,
CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 11th day of March, 1960, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Harry H. Batchelor, Vice President of the James W. Rouse & Co., Inc. and agent of the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of March 1, 1960, to the said The Mutual Benefit Life Insurance Company.

AS WITNESS my hand and Notarial Seal.

V. Kathryn Chapman
Notary Public

My Commission Expires: May 1st 1961

FILED
1960 MAR 12 AM 9:23

7

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
JOHN P. LANDON and GENEVIEVE E. LANDON, his wife, Defendants	*	Docket 18 Folio 450 Case No. 13,620 Equity Filed

* * * * * * * * * * *

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 14th day of March, 1960, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Charles T. Albert and Decatur H. Miller, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand Dollars ($10,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale at the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of Procedure (1958 Ed.) Rule 1391 §e(1) (b) (1), of the time, place, manner and terms of sale, which shall be all cash, and the unpaid balance of sale price to bear interest from

8

the day of sale and to be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns or personal representatives the property and estate to him, her or them sole, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew J. Evans
Judge

FILED
1960 MAR 14 PM 1:52

9

LIBER 10 PAGE 213

LIBER 124 PAGE 537

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

300197

No. 13,640 Equity

Know All Men By These Presents:

THAT WE, Charles T. Albert and Decatur H. Miller - 900 First National Bank Building, Baltimore, Md.

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of TEN THOUSAND AND 00/100 - - - - - - - - - - Dollars ($ 10,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th - - - day of March - - - - in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden Charles T. Albert and Decatur H. Miller

by virtue of a decree of the Honorable the Judge of Circuit Court for Anne Arundel County, Md.

has been appointed Trustee to sell property #422 Rogers Avenue - Glenburnie, A. A. Co Md.
mentioned in the proceedings in the case of

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

vs.

JOHN P. LANDON and GENEVIEVE E. LANDON, his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles T. Albert and Decatur H. Miller do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary Celeste Barlow
MARY CELESTE BARLOW

Mary Celeste Barlow
MARY CELESTE BARLOW

Charles T. Albert
Charles T. Albert (SEAL)

Decatur H. Miller
Decatur H. Miller (SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

As to Surety:

M. S. Kraus
M.S. Kraus

FILED

1960 MAR 23 AM 9:39

Bond approved this 23 day of March 1960
George T. Cromwell, Clerk

Md. Trustee—Receiver. 500-7-47

LIBER 124 PAGE 538

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
JOHN P. LANDON and GENEVIEVE E. LANDON, his wife, Defendants	*	Docket 18, Folio 430 Case No. 13,690 Filed_____

* * * * * * * * * * *

REPORT OF SALE

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

The Report of Sale of Charles T. Albert and Decatur H. Miller, Trustees appointed by the decree in the above entitled cause, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital - Gazette Press, Inc., a newspaper printed and published in Anne Arundel County, Maryland for more than three successive weeks preceding the day of sale, said Trustees did, pursuant to said notice on Monday, April 11, 1960 at 12:00 Noon, sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated the 6th day of March, 1958, and delivered to James W. Rouse & Company, Incorporated and recorded among the Land Records of Anne Arundel County in Liber 1193, folio 148 and assigned to The Mutual Benefit Life Insurance Company.

And your Trustees sold said property unto The Mutual Benefit Life Insurance Company at and for the sum of Seven Thousand Dollars ($7,000.00), said company being at that price the highest bidder therefor.

FILED

1960 APR 12 PM 2:52

//

AND, as in duty bound, etc.

Charles T. Albert (SEAL)
Charles T. Albert, Trustee

Decatur H. Miller (SEAL)
Decatur H. Miller, Trustee

STATE OF MARYLAND)
(SCT:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 11th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES T. ALBERT and DECATUR H. MILLER, Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

MARY CELESTE BARLOW NOTARY PUBLIC BALTIMORE CITY MARYLAND

Mary Celeste Barlow
MARY CELESTE BARLOW Notary Public

My Commission Expires:
May 1, 1961

12

ORDER NISI

LIBER 124 PAGE 540

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY

versus

JOHN P. LANDON AND
GENEVIEVE E. LANDON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,690 Equity

Ordered, this 12th day of April, 1960, That the sale of the Property in these proceeding mentioned made and reported by Charles T. Albert and Decatur H. Miller:, Trustees

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.

The report states that the amount of sale was $ 7,000.00

True Copy, George T. Cromwell Clerk.

FILED
1960 APR 12 PM 2:52

TEST: _____ Clerk.

(Final Order)

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY

versus

JOHN P. LANDON AND
GENEVIEVE E. LANDON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 24th day of May, 1960 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Crown
JUDGE.

FILED
1960 MAY 24 PM 12:06

Piper & Marbury, Solicitors
900 First National Bank B[illegible]ing
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

By virtue of a decree of the Circuit Court of Anne Arundel County passed on this 14th day of March, 1960, in the case entitled The Mutual Benefit Life Insurance Company vs. John P. Landon and Genevieve E. Landon, his wife, the undersigned Trustees will sell at public auction at the premises on

Monday, April 11, 1960 at 12, Noon

The property is described as follows:

"BEING known and designated as Lot 17, Block A as shown on the Plat of 'Airage Village' which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 34. The improvements thereon being known as 422 Rogers Avenue." For a more complete description see the mortgage from John P. Landon and Genevieve E. Landon, his wife, to James W. Rouse & Company, Incorporated dated the 6th day of March, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1193, folio 149 and assigned to The Mutual Benefit Life Insurance Company.

SUBJECT to an annual ground rent of $90.00.

THE IMPROVEMENTS consist of an attractive two story inside row house with six rooms. There are three bedrooms and a bath. There is a full basement and porch front, as well as public utilities. Heat is by forced hot air, gas fired.

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

TERMS: A cash deposit of $500.00 will be required by purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, ground rents, and all other liens or charges, public or otherwise, including special paving taxes, if any, will be adjusted to day of sale.

CHARLES T. ALBERT and
DECATUR H. MILLER,
Trustees

A-7

OFF[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 541

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 7, 1960

We hereby certify, that the annexed

Trustee's Sale

John P. Landon

13,690

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of April, 1960. The first insertion being made the 17th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 APR 12 PM 2:50

By [illegible]

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 542

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,690

John P. Landon

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 May, 1960. The first insertion being made the 21st day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

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No. M. G. 146 2 1960 MAY 14 AM 11:16 By H. Tilghman

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,690 Euqity
THE MUTUAL BENEFIT LIFE INSURANCE COMPANY
versus
JOHN P. LANDON and GENEVIEVE E. LANDON, his wife

Ordered, this 12th day of April, 1960, That the sale of the Property in these proceedings mentioned made and reported by Charles T. Albert and Decatur H. Miller, Trustees 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.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
M-12

In the Case of

The Mutual Benefit Life Insurance Company

vs.

John P. Landon

and

Genevieve E. Landon, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,690 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklin
Auditor

June 9, 1960

Dr. The Mutual Benefit Life Insurance Company vs. John P. Landon in ac.
and Genevieve E. Landon, his wife

To Trustees for Fee, viz:	110	00		
To Trustees for Commissions, viz:	240	00	350	00
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Trustees 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	40	00		
George W. Scible - auctioneer's fee	25	00		
Md. Title Guarantee Co. - judgment reports	12	00		
Bland, Dugan & McMillan, Inc.- insurance premium to 4/1/61	21	74		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Mary C. Barlow - affidavit		50	200	79
To Trustees for Taxes, viz:				
1960 State and County taxes ($160.31) - 3 months 11 days	44	98	44	98
To Trustees for Benefit Charges, viz:				
Metered water to 10/1/59	29	85	29	85
To Trustees for Ground Rent, viz:				
Semi-annual ground rent ($45.00) due 6/4/60 - 4 months 7 days	31	70	31	70
To The Mutual Benefit Life Insurance Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	6,286	68	6,286	68
			7,000	00
Amount of mortgage claim filed	9,457	15		
Interest on principal balance of $9,179.61 from 3/1/60 to 4/11/60 - 42 days @ 5¼%	57	31		
	9,515	06		
Cr. Amount allowed above	6,286	68		
Balance subject to decree in personam	3,228	38		

17

with Charles T. Albert and Decatur H. Miller, Trustees Cr.

1960						
Apr.	11	Proceeds of Sale	7,000	00	7,000	00
					7,000	00

LIBER 124 PAGE 546

1960 JUN 15 PM 3:39 FILED

ORDER NISI

The Mutual Benefit Life Insurance Company

VERSUS

John P. Landon and Genevieve E. Landon, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,690 Equity.

ORDERED, This 15th day of June, 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 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 25th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of July, 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 JUL 26 AM 11:23

V Bruce Duckett

19

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 547

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 11, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,690
Auditor Account

John P. Landon.

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 July, 1960. The first insertion being made the 23rd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,690 Equity
THE MUTUAL BENEFIT LIFE INSURANCE COMPANY
versus
JOHN P. LANDON and GENEVIEVE E. LANDON, his wife

Ordered, this 15th day of June, 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 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 25th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Jy-7

FILED

No. 1960 JUL 11 PM 1:58

20

LIBER 124 PAGE 548

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 13,659
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
JOSEPH M. HEILIG & MARGARET E. HEILIG,	:	FOR
HIS WIFE; AND JAMES E. DEMENT AND	:	ANNE ARUNDEL COUNTY
GRACE VIRGINIA DEMENT, HIS WIFE	:	
	-:-	

Mr. Clerk:

Please docket this case and file the original mortgage, statement of mortgage debt and military affidavit.

George E. Rullman,
Attorney named in Mortgage.

FILED
1960 FEB 17 PM 2:34

COUNTY FORM

LIBER 1075 PAGE 418

LIBER 124 PAGE 549

Equity 13,659

This Mortgage, Made this 1st day of November, in the year one thousand, nine hundred and fifty-six, Between JOSEPH M. HEILIG and MARGARET E. HEILIG, his wife, and JAMES E. DEMENT and GRACE VIRGINIA DEMENT, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Seven Thousand and no/100 - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment of Sixty and no/100 - - - - - - - - - - - - - - - - - - Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of December, 19 56, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) 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 payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of twenty years from the date hereof, said balance shall then become due and payable.

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 Mortgagors

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple;

ALL that lot or parcel of ground situate, lying and being in the 7th Election District of Anne Arundel County, Maryland, on Steamboat Road, and described as follows:

BEING Lot No. 6 as shown on a plat left for record on September 21, 1956 in the office of the Clerk of the Circuit Court for Anne Arundel County entitled "Hallock and Selsky Subdivision," said plat Being No. 1427; said lot having a frontage of 100 feet on Steamboat Road, with a uniform depth there-

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from of 220 feet.

BEING that same property which was conveyed to the Mortgagors herein by MURRY SELSKY and GORDON P. HALLOCK, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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

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

Together with the buildings and 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.

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 and all 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 therein, 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 successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of Six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to 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; (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 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; (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; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay Six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. 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 FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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 it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, themselves, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorney or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs 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 and commissions.

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

WITNESS the hands and seals of the said Mortgagors.

Witness:

Barbara Ann Jones
Barbara Ann Jones

Joseph M. Heilig (SEAL)
Joseph M. Heilig

Margaret E. Heilig (SEAL)
Margaret E. Heilig

James E. Dement (SEAL)
James E. Dement

Grace Virginia Dement (SEAL)
Grace Virginia Dement

5

LIBER 124 PAGE 552

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit . LIBER 1075 PAGE 421

I HEREBY CERTIFY that on this 1st day of November, 1956, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Joseph M. Heilig, Margaret E. Heilig, his wife, James E. Dement, Grace Virginia Dement, his wife the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, 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.

BARBARA ANN JONES · NOTARY PUBLIC · ANNE ARUNDEL CO.

Barbara Ann Jones
Barbara Ann Jones Notary Public.

Rec'd for record Nov 1, 1956, at 2.33 P.M.
Mailed to George E. Rullman

Purchase Money

MORTGAGE

FROM

JOSEPH M. HEILIG and
MARGARET E. HEILIG, his wife
JAMES E. DEMENT and
GRACE VIRGINIA DEMENT, wife

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

7.75

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 NOV -1 PM 2:33
& RECORDED IN LIBER GTC
NO. 1075 FOLIO 418
GEO. I. CROMWELL, CLERK

LIBER 124 PAGE 553

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 13,659
THE MORTGAGED REAL ESTATE OF	:	
JOSEPH M. HEILIG AND MARGARET E. HEILIG,	:	IN THE CIRCUIT COURT FOR
HIS WIFE; AND JAMES E. DEMENT AND	:	ANNE ARUNDEL COUNTY
GRACE VIRGINIA DEMENT, HIS WIFE	:	

***

MILITARY AFFIDAVIT

In compliance with the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition,

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

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of First Federal Savings and Loan Association of Annapolis, the Plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of the Plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are in the military service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service, detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and not subject to the aforesaid.

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED and SWORN to before me this 17th day of February, 1960.

George E. Rullman, Jr.
George E. Rullman, Jr. Notary Public.

FILED
1960 FEB 17 PM 2:34

6

LIBER 124 PAGE 554

IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
JOSEPH M. HEILIG & MARGARET E. HEILIG, :
HIS WIFE; AND JAMES E. DEMENT AND :
GRACE VIRGINIA DEMENT, HIS WIFE :

EQUITY NO. 13,659

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

-:-

STATEMENT OF MORTGAGE DEBT

To balance due on mortgage as of January 31, 1960	$ 6,950.60
February Interest	34.75
Total	$ 6,985.35

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

I HEREBY CERTIFY that on this 17th day of February 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings & Loan Association of Annapolis, a Federal corporation, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

George E. Rullman Jr.
George E. Rullman, Jr., Notary Public.

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1960 FEB 17 PM 2:34

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F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND.

LIBER 10 PAGE 186

No. 13,659 County

LIBER 124 PAGE 555

KNOW ALL MEN BY THESE PRESENTS, THAT we George E. Rullman of Anne Arundel County, Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand ($8,000.00) - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of February, in the year of our Lord 1960

WHEREAS, the above bounden George E. Rullman,

by virtue of the power contained in a mortgage from Joseph M. Heilig & Margaret E. Heilig, his wife, and James E. Dement and Grace Virginia Dement, his wife, to First Federal Savings & Loan Assn. of Annapolis bearing date the 1st day of November, 1956, and recorded among the ~~mortgage~~ land records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1075 Folio 418 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 George E. Rullman,

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 George E. Rullman,

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

Signed, Sealed and Delivered in the Presence of

Margaret S. Harris

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Catherine F. Minderlein
Catherine F. Minderlein

Attorney-in-fact

Bond approved this 29th day of February 1960.
George T. Cromwell, Clerk

FILED
1960 FEB 29 AM 10:13

8

Legal Notice

Public Sale

Of Valuable Residence Property

SITUATE, LYING AND BEING IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A DWELLING CONTAINING FIVE ROOMS AND BATH, FRAME CONSTRUCTION, COMPOSITION ROOF, OIL HEAT

Under and by virtue of the power of sale contained in a mortgage from Joseph M. Heilig and Margaret E. Heilig, his wife; and James E. Dement and Grace Virginia Dement, his wife, to First Federal Savings & Loan Association of Annapolis, a Federal corporation, dated November 1, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1075, folio 418, the said Attorney named in the mortgage is to make sale of the property herein described, default having occurred thereunder, and will offer for public sale at auction on

Tuesday, March 15, 1960 At 11 O'Clock A. M.

at the Court House door, Annapolis, Maryland, the following described property, namely:

ALL that lot or parcel of ground, situate, lying and being in the 7th Election District of Anne Arundel County, Maryland, on Steamboat Road, and described as follows:

BEING Lot No. 6, as shown on a plat left for record on September 21, 1956 in the office of the Clerk of the Circuit Court for Anne Arundel County entitled "Hallock and Selsky Subdivision", said plat being No. 1427; said lot having a frontage of 100 feet on Steamboat Road, with a uniform depth therefrom of 220 feet.

BEING that same property which was conveyed to the Mortgagors herein by Murry Selsky and Gordon P. Hallock, by deed dated November 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1075, folio 416.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon ratification of sale. Taxes and public charges to be adjusted to the day of sale.

9

GEORGE E. RULLMAN,
Attorney named in Mortgage
140 South Street,
Annapolis, Maryland

George W. Scible,
Auctioneer.

M-14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 556

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1960

We hereby certify, that the annexed Public Sale

Joseph M. Heilig

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of March, 1960. The first insertion being made the 19th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAR 18 PM 2:5

H. Wilghman

GEORGE W. SCIBLE - - - - - - - - - - - - - - AUCTIONEER

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE, LYING AND BEING IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A DWELLING CONTAINING FIVE ROOMS AND BATH, FRAME CONSTRUCTION, COMPOSITION ROOF, OIL HEAT.

Under and by virtue of the power of sale contained in a mortgage from Joseph M. Heilig and Margaret E. Heilig, his wife; and James E. Dement and Grace Virginia Dement, his wife, to First Federal Savings & Loan Association of Annapolis, a Federal corporation, dated November 1, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. 1075, folio 418, the said Attorney named in the mortgage is to make sale of the property herein described, default having occurred thereunder, and will offer for public sale at auction on

Tuesday, March 15, 1960

AT ELEVEN O'CLOCK, A. M.
AT COURT HOUSE DOOR, ANNAPOLIS, MD.,

the following described property, namely:

ALL that lot or parcel of ground, situate, lying and being in the 7th Election District of Anne Arundel County, Maryland, on Steamboat Road, and described as follows:

BEING Lot No. 6, as shown on a plat left for record on September 21, 1956 in the office of the Clerk of the Circuit Court for Anne Arundel County entitled "Hallock and Selsky Subdivision", said plat being No. 1427; said lot having a frontage of 100 feet on Steamboat Road, with a uniform depth therefrom of 220 feet.

BEING that same property which was conveyed to the Mortgagors herein by Murry Selsky and Gordon P. Hallock, by deed dated November 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1075, folio 416.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

George E. Rullman, Attorney named in Mortgage,
140 South Street,
Annapolis, Maryland

FILED
1960 MAR 15 PM 2:57

LP

We hereby certify that we did purchase at Public Auction at the Court House door in the city of Annapolis on Tuesday, March 15, 1960 at 11 o'clock A.M., the property described on the reverse side hereof at and for the sum of Seventy-five hundred seventy-five dollars ($7575.00), we being then and there the highest bidders therefor and we agree to comply with the terms of the sale.

Witness

Madeline Ross

Gordon P. Hallock SEAL
Gordon P. Hallock

Murry Selsky SEAL
Murry Selsky

I hereby certify that as auctioneer, I offered at Public Auction, the property described on the reverse side hereof at the Court House door, Annapolis, Maryland on Tuesday, March the 15th, 1960 at 11 o'clock A.M. and sold the property to Gordon P. Hallock and Murry Selsky at and for the sum of Seventy-five hundred seventy-five dollars ($7575.00), they being then and there the highest bidders therefor and that the sale was fairly made.

Witness:

Madeline Ross

SEAL
George W. Scible, Auctioneer

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1960 MAR 15 PM 2:57

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 13,659
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
JOSEPH M. HEILIG & MARGARET E. HELIG,	:	FOR
HIS WIFE; AND JAMES E. DEMENT AND	:	ANNE ARUNDEL COUNTY
GRACE VIRGINIA DEMENT, HIS WIFE	:	
	:	

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of George E. Rullman, Attorney named in the mortgage to make sale of the mortgaged property described in these proceedings, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage from Joseph M. Heilig and Margaret E. Heilig, his wife, and James E. Dement and Grace Virginia Dement, his wife to First Federal Savings and Loan Association of Annapolis, a Federal corporation, George E. Rullman is attorney named in the mortgage to make sale of the property therein described, in case of default, and default having occured thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertsiement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, 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 for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, March 15, 1960, at eleven o'clock a.m. and then and there sold the property to ~~George~~ GORDON P. Hallock and Murry Selsky, at and for the sum of Seventy-five hundred seventy-five Dollars ($7575.00), they then and there being the highest bidder therefor, which property is described as follows:

ALL that lot or parcel of ground, situate, lying and being in the 7th Election District of Anne Arundel County, Maryland, on Steamboat Road, and described as follows:

FILED 1960 MAR 15 PM 2:56

12

BEING Lot No. 6, as shown on a plat left for record on September 21, 1956 in the office of the Clerk of The Circuit Court for Anne Arundel County entitled "Hallock and Selsky Subdivision", said plat being No. 1427; said lot having a frontage of 100 feet on Steamboat Road, with a uniform depth therefrom of 220 feet.

Being that same property which was conveyed to the Mortgagors herein by Murry Selsky and Gordon P. Hallock, by deed dated November 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1075, folio 416.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

THE Certification of the Auctioneer and the Agreement of the purchasers are filed herewith and are prayed to be taken as a part hereof.

Respectfully submitted,

George E. Rullman
George E. Rullman
Attorney named in Mortgage

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

I hereby certify that on this 15th day of March, 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the same was fairly made.

Witness my hand and Notarial Seal.

George E. Rullman Jr.
George E. Rullman Jr. Notary Public

13

ORDER NISI

LIBER 124 PAGE 561

In The Matter Of The Sale of The Mortgaged Real Estate of Joseph M. Heilig & Margaret E. Heilig His Wife; And James E. Dement and Grace Virginia Dement, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,659 Equity

Ordered, this 15th day of March, 19 60, That the sale of the Property in these proceedings mentioned made and reported by George E. Rullman, Attorney Named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of April next.

The report states that the amount of sale was $ 7575.00

George T. Cromwell Clerk.

True Copy,

FILED 1960 MAR 15 PM 2:56

TEST: Clerk.

(Final Order)

In The Matter Of The Sale of The Mortgaged Real Estate of Joseph M. Heilig & Margaret E. Heilig His Wife; And James E. Dement and Grace Virginia Dement, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th 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 28 AM 9:39

14

OFF _ : OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 562

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,659 Equity
In the Matter of the Sale of the Mortgaged Real Estate of Joseph M. Heilig and Margaret E. Heilig, His Wife; and James E. Dement and Grace Virginia Dement, His Wife

Ordered this 15th day of March, 1960. That the sale of the Property in these proceedings mentioned made and reported by George E. Rullman, Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of April next.

The report states that the amount of sale was $7575.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
A-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,659

Joseph M. Heilig

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 22nd day of april, 1960. The first insertion being made the 21st day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14155 ~~1960~~ APR 12 PM 2:49

By H. Tilghman

15

LIBER 124 PAGE 563

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 13,659
THE MORTGAGED REAL ESTATE OF	:	IN THE
JOSEPH M. HEILIG & MARGARET E.	:	CIRCUIT COURT
HEILIG, HIS WIFE; AND JAMES E.	:	FOR
DEMENT AND GRACE VIRGINIA	:	ANNE ARUNDEL COUNTY
DEMENT, HIS WIFE	:	

. . . . . .

PETITION FOR THE CORRECTION OF THE NAME OF CO-PURCHASER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, Attorney named in mortgage to make sale of mortgaged property described in these proceedings respectfully shows that:

1 - Your Petitioner filed a Report of Sale in the above entitled case which Report has been duly ratified by this Court; but, in the Report, the name of one of the co-purchasers, Gordon P. Hallock's name appeared as George P. Hallock which is incorrect.

NOW, THEREFORE, your Petitioner prays your Honors to pass an order in these premises directing that in these proceedings where the name George P. Hallock appears that it be stricken out and the name of Gordon P. Hallock be inserted in order that the correct name of the co-purchaser may become the record.

AND AS IN DUTY BOUND, ETC.

George E. Rullman

George E. Rullman, Attorney named in Mortgage to make sale.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 11th day of May, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, the Petitioner named herein, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

FILED
1960 MAY 11 PM 1:48

Madolin Ross

Madolin Ross Notary Public

My Commission expires May 1, 1961.

16

ORDER

Upon the foregoing Petition and Affidavit, it is thereupon this 11th day of May, 1960 ORDERED and DECREED by the Circuit Court for Anne Arundel County, sitting in Equity, that in these proceedings where the name George P. Hallock appears, it is to be stricken out and the correct name of the co-purchaser at the mortgage sale, Gordon P. Hallock be inserted.

Matthew S. Power
JUDGE

FILED
1960 MAY 11 PM 3:48

17

LIBER 124 PAGE 565

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs
Joseph M. Heilig
and
Margaret E. Heilig, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 13,659 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. Jobling
Auditor.

June 17, 1960

FILED

1960 JUN 20 PM 12:25

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Joseph M. Heilig and Margaret E. Heilig, his wife, et al in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	260	25	310	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - statingthis account	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		
Speer Publications, Inc. - handbills	14	05		
National Surety Corp.- bond premium	32	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
George E. Rullman, Jr. - notary fees	1	50		
Madolin Ross - notary fee		50	186	25
To Attorney for Taxes, viz:. 1960 State and County taxes ($126.46) - 2 months 15 days	25	16	25	16
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim, viz: Amount of claim filed $6,985.35; Interest on principal balance from 3/1/60 to 3/15/60 @ 6% 17.46	7,002	81	7,002	81
To Murry Selsky and Eva E. Selsky, his wife, and Gordon P. Hallock and Rosie Ellen Hallock, his wife, second mortgagees - this balance on account mortgage claim	94	54	94	54
			7,675	01
Amount of second mortgage claim filed	2,509	78		
Cr. Amount allowed above	94	54		
Balance subject to decree in personam	2,415	24		

19

with George E. Rullman, Attorney named in Mortgage Cr.

1960						
Mar.	15	Proceeds of Sale	7,575	00		
		Interest on deferred payment of $6,817.50 to 6/13/60	100	01	7,675	01
					7,675	01

ORDER NISI LIBER 124 PAGE 563

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Joseph M. Heilig and Margaret E. Heilig, his wife, et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 13,659 Equity.

ORDERED, This 20th day of June, 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 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 25th day of July next.

George T. Cromwell Clerk

FILED 1960 JUN 20 PM 12:25

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of July, 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.

21

FILED

1960 JUL 26 PM 1:52

V Bowie Duckett

OFFICE

Evening Capital

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 569

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,658 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Joseph M. Heilig and Margaret E. Heilig, his wife, et al.

Ordered this 20th day of June, 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 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 25th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1960

We hereby certify, that the annexed Order Nisi Eq 13,659 Auditor Account Joseph M. Heilig 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 25th day of July, 1960. The first insertion being made the 22nd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL 13 PM 2:10

By [illegible] Tilghman

No. M. G. 15736

22

LIBER 124 PAGE 570

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY 119 Park Avenue Baltimore 1, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
HENRY JOHN KRAMER and OLIVIA KRAMER, his wife 600 Holy Cross Road Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY IN EQUITY Equity No. 13,675

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

That on the 13th day of August, 1959, the defendants executed and delivered to Occident Federal Savings and Loan Association of Baltimore City, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $7,000.00, 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 a default has occurred under the terms and conditions 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, ETC.

O'Ferrall & O'Ferrall

O'Ferrall & O'Ferrall
1204 Mercantile Trust Building
Baltimore 2, Maryland

W. Garrett Larrimore

W. Garrett Larrimore
12 Church Circle
Annapolis, Maryland

Attorneys for Plaintiff

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1960 MAR -2 AM 9:24

PETITIONER'S EXHIBIT NO. 1

LIBER 124 PAGE 571

BOOK 1322 PAGE 187 Equity No. 13,675

This Mortgage, made this 13th day of August in the year one thousand nine hundred and fifty-nine; between HENRY JOHN KRAMER and OLIVIA KRAMER, his wife

of Howard County, in the State of Maryland, Mortgagor and OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to

HENRY JOHN KRAMER and OLIVIA KRAMER, his wife

the sum of SEVEN THOUSAND and 00/100 . . . . . $7,000.00 . . . . DOLLARS, (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of Fifty-nine and 07/100 . . . . . $59.07 . . . DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest 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, fire, tornado and comprehensive coverage insurance premiums and other charges affecting the hereinafter described premises;

Third: Towards the payment of the aforesaid principal sum.

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance, in accordance with the provisions of Section 145.6-12 of the Federal regulations governing prepayments.

And Whereas, this mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland, passed at the January Session in the year 1955, or any supplement thereto.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said

HENRY JOHN KRAMER and OLIVIA KRAMER, his wife

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all those lots, pieces, or parcels of ground situate and lying in Howard County, State of Maryland, and described as follows: BEING known and designated as Lots Nos. 1 and 2 Block "T" as shown on the Plat of Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5.

BEING the same lots of ground in an Assignment of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Margaret Turner, unmarried, to Henry John Kramer and Olivia Kramer, his wife.

TOGETHER WITH a right of way of ingress and egress on and to a portion of Lot 109 Block "T" Plat of Arundel Gardens, aforesaid, for the purpose of maintenance and user of the sewage disposal unit there located and more particularly described as follows:

BEGINNING for the same at the Southwest corner of Lot. No. 109 Block "T" Plat of Arundel Gardens, and running thence from said place of beginning, binding on part of the Western outline of said lot no. 109 Block "T" on said Plat, Northerly 27 feet; thence for lines of division through said Lot No. 109, the two following courses and distances, viz:

1960 MAR -2 AM 9:25

2

Easterly, parallel with the Southern outline of said Lot No. 109, 5 feet and Southerly, parallel with the said Western outline of said lot No. 109, 27 feet to intersect the said Southern outline of said lot No. 109, thence binding on the said Southern outline of said lot No. 109 and running Westerly, 5 feet more or less, to the place of beginning. For title to Lot No. 109 see also G.T.C. 1266, folio 464.

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

To Have and to Hold the said lots of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Twenty Dollars . . $120.00 . . payable

on the 13 days of February and August.

If, however, the said Mortgagors , their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

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

II: To keep the buildings on the premises insured against loss by fire, windstorm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagor s jointly.

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

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

V: That the holder of mortgage in any action to foreclo shall be entitled (without regard to the adequacy of any s urity for the debt) to the appointmei f a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

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

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

And the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns, or Alfred J. O'Ferrall, Jr., its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon the sale of said property under the powers herein granted the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property, equal to the commission usually allowed Trustees for making sale of similar property, by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than Fifty . . . . . $50.00 . . . . . dollars;

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

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

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

WITNESS:

John P. O'Ferrall

Henry John Kramer [SEAL]
Henry John Kramer

Olivia Kramer [SEAL]
Olivia Kramer

[SEAL]

[SEAL]

BOOK 1322 PAGE 190

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 13th day of August , 1959 , before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Henry John Kramer and Olivia Kramer, his wife

the Mortgagor s named in the aforegoing mortgage and acknowledged said Mortgage to be their act.

At the same time also appeared William L. Cooney President of said body corporate, the Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Notary Public.

7.50

Rec'd for record Aug. 14, 1959, at 1:22 P.M.
Mailed to O'Ferrall & O'Ferrall

4

LIBER 124 PAGE 574

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
HENRY JOHN KRAMER and OLIVIA KRAMER, his wife	:	IN EQUITY

: : : : : : : : : : : Equity No. 13,675

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from Henry John Kramer and Olivia Kramer, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated the 13th day of August, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1322, folio 187:

	Month of February, 1960
Mortgage loan dated August 13, 1959	$ 7,000.00
Interest charged 8/14/59 to 2/29/60	229.11
February 13, 1960 ground rent	60.00
	$ 7,289.11
Paid on account	194.20
Balance due Association	$ 7,094.91

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 26th day of February, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Margaret Turner
Margaret Turner Notary Public

MARGARET TURNER NOTARY PUBLIC BALTIMORE, MD.

FILED
1960 MAR -2 AM 9:24

6

LIBER 124 PAGE 575

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
HENRY JOHN KRAMER and OLIVIA KRAMER, his wife	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : : : Equity No. 13,675

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 2d day of March, in the year nineteen hundred and sixty, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that JOHN P. O'FERRALL 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 EIGHT THOUSAND DOLLARS ($8,000.00), 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 Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction

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2

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.

Benjamin Michaelson
Judge

LIBER 124 PAGE 577

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
HENRY JOHN KRAMER and OLIVIA KRAMER, his wife	:	Case No. 13,675

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

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 19th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that he knows the Defendants herein and that to the best of his information, knowledge and belief:

(1) Said Defendants are not in the Military Service of the United States of America;

(2) Said Defendants are not in the Military Service of any Nation allied with the United States of America;

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

(4) Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

Margaret Turner
Margaret Turner Notary Public

MARGARET TURNER NOTARY PUBLIC BALTIMORE, MD.

William J. McCormick
William J. McCormick Affiant

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1960 APR 21 AM 9:28

9

Trustee's Bond LIBER 124 PAGE 578 Case No 13675

KNOW ALL MEN BY THESE PRESENTS:

THAT WE John P. O'Ferrall, 1204 Mercantile Trust Building, Baltimore, Maryland, as principal, and Hartford Accident and Indemnity Company, a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 21 day of April in the year of our Lord one thousand nine hundred and Sixty.

LIBER 10 PAGE 227

WHEREAS, the above bounden John P. O'Ferrall by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, in Equity, has been appointed trustee to sell Leasehold Property at 600 Holy Cross Road, Anne Arundel County, Maryland, mentioned in the proceedings in the case of Occident Federal Savings and Loan Association

vs.

Henry John Kramer and Olivia Kramer, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN John P. O'Ferrall 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

Margaret Turner
Margaret Turner
Signed, sealed and delivered in the presence of

Jessie E. Meyer
Jessie E. Meyer, Attorney-in-Fact

John P. O'Ferrall (SEAL)
(SEAL)
HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)
J. C. Wilson, Attorney-in-Fact (SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the ..... a corporation of the State of ..... does hereby constitute and appoint ..... 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, 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 ..... duly affixed by its Vice-President and attested by its Assistant Secretary, this ..... day of ....., 195....

ATTEST: By: .....
Vice President

.....
Assistant Secretary

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

....., 19.....

.....
Assistant Secretary

Bond filed and approved this 22nd day of April 1960
George T. Cromwell, Clerk

FILED
1960 APR 22 AM 10:02

10

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
HENRY JOHN KRAMER and OLIVIA KRAMER, his wife	:	IN EQUITY
	:	Case No. 13,675

: : : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of John P. O'Ferrall, Trustee, appointed by Decree in the above entitled cause to make sale of the leasehold property No. 600 Holy Cross Road and the proceedings in said cause mentioned respectfully shows:

That after giving bond with security for the faithful discharge of this 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 newspaper published in Anne Arundel County for more than three (3) successive weeks preceding the day of sale, the said Trustee did, pursuant to said notice, on the 26th day of April, 1960 at 10 o'clock A.M., attend the Court House Door, at Annapolis, Maryland and then and there proceeded to sell said property in the following manner, that is to say:

Your Trustee offered at public sale, to the highest bidder, the property mentioned in the Certificate of Publication, heretofore filed in these proceedings,

And your Trustee sold said property to Occident Federal Savings and Loan Association of Baltimore City, at and for the sum of SEVEN THOUSAND DOLLARS ($7,000.00), it being then and there the highest bidder therefore.

FILED

1960 APR 27 AM 10:16

12

The terms of sale being cash, upon ratification of the sale.

Respectfully submitted,

John P. O'Ferrall, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, That on this 26th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John P. O'Ferrall, Trustee in the above cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report are true and correct as therein set forth.

As Witness my hand and Notarial Seal.

Margaret Turner
Notary Public.

MARGARET TURNER NOTARY PUBLIC BALTIMORE, MD.

O'FERRALL & O'FERRALL
Attorneys
1204 Mercantile Trust Building
Baltimore 2, Maryland
and
W. GARRETT LARRIMORE
Attorney
12 Church Circle
Annapolis, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

NO. 600 HOLY CROSS ROAD ARUNDEL GARDENS, FIFTH ELECTION DDISTRICT OF ANNE ARUNDEL COUNTY.

By virtue of decree of the Circuit Court of Anne Arundel County in Equity No. 13,675, entitled "Occident Federal Savings & Loan Association of Baltimore City vs. Henry John Kramer and Olivia Kramer, his wife, Docket 13, folio 675, the undersigned Trustee will sell at public auction, at the Court House Door, in the City of Annapolis, on

Tuesday, April 26, 1960 at 10 A. M. (E.D.S.T.)

all that lot of ground and premises situate and lying in Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 1 and 2, Block "T", as shown on the Plat of Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5.

Subject to the payment of an annual ground rent of $120.00 payable semiannually on the 13th days

of February and August.

Together with a right of way ingress and egress on and to a portion of Lot 109, Block "T", Plat of Arundel Gardens, aforesaid for the purpose of maintenance and user of the sewage disposal unit there located, and more particularly described as follows:

BEGINNING for the same at the Southwest corner of Lot No. 109, Block "T", Plat of Arundel Gardens; and running thence from said place of beginning, binding on part of the Western outline of said Lot No. 109, the two following courses and distances, viz: Easterly, parallel with the Southern outline of said Lot No. 109, 27 feet to intersect the said Southern outline of said Lot No. 109; thence binding on the said Southern outline of said Lot No. 109; thence binding on the said Southern outline of said Lot No. 109 and running Westerly, 5 feet more or less, to the place of beginning.

Improved by a one story asbestos shingle bungalow.

TERMS OF SALE: Cash, upon ratification of sale by the Circuit Court for Anne Arundel County. A deposit of $750.00 will be required of the purchaser at the time and place of sale. The unpaid purchase money to bear interest from date of sale to date of settlement. All expenses, including taxes and public charges of every nature and description, if any, to be adjusted to the day of sale.

JOHN P. O'FERRALL
Trustee

George W. Scible
Auctioneer

A-21

ORDER NISI

LIBER 124 PAGE 582

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

HENRY JOHN KRAMER and OLIVIA KRAMER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,675 Equity

Ordered, this 27th day of April, 19 60, That the sale of the Property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee

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 three successive weeks before the 6th day of June next.

The report states that the amount of sale was $ 7,000.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 APR 27 AM 10:16

TEST: _____ Clerk.

(Final Order)

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

HENRY JOHN KRAMER and OLIVIA KRAMER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th day of June, 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.

Matthew S. Evans
JUDGE.

FILED
1960 JUN -8 PM 2:29

14

OFF[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 583

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,675 Equity
OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

VERSUS

HENRY JOHN KRAMER and OLIVIA KRAMER, his wife

Ordered, this 27th day of April, 1960. That the sale of the Property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee 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 three successive weeks before the 6th day of June next.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL, Clerk

TRUE COPY. TEST:
GEORGE T. CROMWELL, Clerk

M-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,675

Henry John Kramer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of June, 1960. The first insertion being made the 5th day of May, 1960

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 14 1960 MAY 31 AM 9:31

15

LIBER 124 PAGE 584

In the Case of

Occident Federal Savings and Loan Association of Baltimore City

vs.

Henry John Kramer and Olivia Kramer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,675 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.

June 21, 1960

Auditor.

FILED

1960 JUN 25 AM 9:49

Dr. Occident Federal Savings and Loan Association of Baltimore City in ac.
vs. Henry John Kramer and Olivia Kramer, his wife

To Trustee for Commissions, viz:	241	34		
To Trustee for Fee, viz:	50	00	291	34
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	77	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Hartford Accident & Indemnity Co.-bond premium	32	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Margaret Turner - notary fees	1	50	174	05
To Trustee for Taxes, viz: 1960 State and County taxes ($17.72) - 3 months 26 days	5	70	5	70
To Trustee for Benefit Charges, viz: 1960 water and sewer benefit charge - 3 months 26 days	4	12	4	12
To Trustee for Ground Rent, viz: Current ground rent ($120.00) from 2/23/60 to 4/26/60	20	99	20	99
To Occident Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	6,497	09	6,497	09
			7,044	79
Amount of mortgage claim filed	7,094	91		
Interest on principal balance of $7,000. from 2/29/60 to 4/26/60 - 57 days @ 6%	66	50		
	7,161	41		
Cr. Amount allowed above	6,497	09		
Balance subject to decree in personam	664	32		

17

with John P. O'Ferrall, Trustee Cr.

1960						
Apr.	26	Proceeds of Sale	7,000	00		
		Interest on deferred payment of $6,250.00 - 1 month 13 days	44	79	7,044	79
					7,044	79

18

ORDER NISI LIBER 124 PAGE 587

Occident Federal Savings and Loan Association of Baltimore City

VERSUS

Henry John Kramer

and

Olivia Kramer, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,675 Equity.

1960 JUN 25 AM 9:49

FILED

ORDERED, This 25th day of June, 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 1st day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

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

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1960 AUG -2 PM 12:08

O. Bowie Duckett

19

OFFICE

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 583

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,675 Equity
Occidental Federal Savings and Loan Association of Baltimore City
versus
Henry John Kramer and Olivia Kramer, his wife

Ordered, this 25th day of June, 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 1st day of August next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of August next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

jy-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,675
Auditor Account

Henry John Kramer

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 August, 1960. The first insertion being made the 30th day of June, 1960

THE CAPITAL-GAZETTE PRESS, INC.

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1960 JUL 15 PM 1:42

By Tilghman

No. M. G. 15854

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LIBER 124 PAGE 589

ARCHEY C. NEW, ASSIGNEE --PLAINTIFF VS. EDWARD N.DICKENS and ROBERTA E. DICKENS,his wife --DEFENDANTS	* * * * * * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY Equity No. 13,721

Mr.George T. Cromwell, Clerk:-

Please docket the above-entitled case and file the accompanying Mortgage from Edward N.Dickens and Roberta E.Dickens, his wife. to the Cedar Building and Loan Association,Inc., dated July,26,1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No.1138, folio 452 etc., and the Assignment of the said Mortgage from the said Cedar Building and Loan Association,Inc. unto Archey C.New, dated the 23rd day of March,1960, and recorded among the Land Records aforesaid in Liber G.T.C.No.1138.folio 455, on the property known and designated as Lot No.60. (sixty). as shown on the Plat of "Brooklyn Park, Annex No.2", recorded among the Land Records aforesaid in Plat Book No.26, Page 14, the improvements whereon being known as No. 319 Fourteenth Avenue.

Archey C. New
(Archey C.New)
Assignee of Mortgage

Archey C. New
(Archey C.New)
Attorney for Assignee

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1960 MAR 24 PM 12:31

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MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 124 PAGE 590

LIBER 1138 PAGE 452 Equity No. 13,721

THIS MORTGAGE, Made this 26th day of July,

in the year nineteen hundred and fifty-seven by and between

EDWARD N. DICKENS and ROBERTA E. DICKENS, his wife,

Mortgagors of the County of Anne Arundel, in the State of Maryland, of the first part, and the CEDAR BUILDING AND LOAN ASSOCIATION, INC., a body corporate of the State of Maryland, duly incorporated, , Mortgagee , of the second part:

Whereas, the said Mortgagors, being members of the said body corporate, have received therefrom an advance of Twelve Thousand, Four Hundred Dollars, ($12,400.00) on One Hundred and Twenty-four (124) shares of stock, being a part of the purchase-money for the property hereinafter described, the due execution of this Mortgage having been a condition precedent to the granting of the said advance,

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said EDWARD N. DICKENS and ROBERTA E. DICKENS, his wife,

do grant and convey unto the said CEDAR BUILDING AND LOAN ASSOCIATION, INC., its successors..... and assigns, all that lot or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland aforesaid, and described as follows, to wit:

BEING known and designated as Lot No. 60 (sixty), as shown on the Plat of "Brooklyn Park, Annex No.2", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No.26, Page 14. The improvements thereon being known as No. 319 Fourteenth Avenue.

BEING the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records aforesaid immediately prior hereto was granted and Conveyed by Chesapeake Terrace, Inc. unto the said Edward N.Dickens and Roberta E.Dickens, his wife.

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

TO HAVE and TO HOLD the said lot of ground and premises unto and to the use and benefit of the said CEDAR BUILDING AND LOAN ASSOCIATION, INC., its successors and assigns, for all of the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof forever, subject to the payment of the annual rent of Ninety Dollars ($90.00) on the 10th days of June and December in each and every year.

And the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, do hereby covenant with the said Mortgagee, its

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1960 MAR 24 PM 2:00

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successors and assigns, to pay the said advance, with interest to accrue thereon at six per cent (6%) per annum, in monthly installments of Eighty-Nine Dollars ($89.00), accounting from the date hereof, to be applied first to interest on the unpaid balance, and the remainder to principal until the said mortgage debt is paid in full: also to pay all taxes, water rent, ground rent, other public dues and charges, rent and assessments for which the property hereby mortgaged and the mortgage debt hereby secured may become liable when payable, and the insurance upon the said property, and for the purpose of paying said taxes, ground rent, other public dues and charges, and the insurance thereon, the said Mortgagors do hereby covenant to pay to the said Mortgagee the further sum of Twenty-Four Dollars ($24.00) monthly, which the said Mortgagee shall apply from time to time to the payment of said taxes, ground rent, other public dues and charges, and the insurance thereon, with the understanding that should said sum so paid in any year during the continuance of this Mortgage be not sufficient to pay said taxes, ground rent, other public dues and charges, and the insurance thereon, that the said Mortgagors will, on demand, pay the difference to the Mortgagee, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above-mentioned charges and expenses upon the said property, then such excess shall be credited by the Mortgagee on the principal, interest and fines due on the said mortgage debt; also to pay all fines that may be imposed on them by the said Mortgagee, in accordance with its act of incorporation, constitution and by-laws, which by-laws are hereby made a part hereof.

And this Mortgage shall also secure future advances to be made at the Mortgagee's option, not to exceed in the aggregate the sum of Fifteen Hundred Dollars ($1,500.00), as provided by and in pursuance of Chapter 178 of the laws of Maryland, passed at the January session in the year 1955, and any supplements, amendments and re-enactments thereto.

And it is further understood and agreed that in case the said Mortgagors shall cease to own, sell, transfer, or otherwise dispose of the within-described property, without first obtaining the assent in writing of the Mortgagee, then the entire unpaid balance shall immediately become due and payable, and, in default of payment, this Mortgage may be foreclosed.

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

~~To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of~~

~~heirs and assigns, forever.~~

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twelve Thousand, four hundred ..... dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its successors ~~personal representatives~~, or assigns, or Archey C. New, duly authorized Attorney or Agent

of the said Mortgagee, its successors ~~personal representatives~~, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of 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 s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors ~~personal representatives~~ or assigns, or Archey C.New, its or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Twelve Thousand, four hundred..... dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors ~~executors, administrators~~ or assigns, to the extent of its or their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

TEST:

Archey C. New
(ARCHEY C.NEW)

Edward N. Dickens [SEAL]
(EDWARD N.DICKENS)

Roberta E. Dickens [SEAL]
(ROBERTA E.DICKENS)

[SEAL]

LIBER 1138 PAGE 455

State of Maryland, CITY OF BALTIMORE, ss:

I Hereby Certify, that on this 26th day of July, in the year one thousand nine hundred and fifty-seven before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EDWARD N.DICKENS and ROBERTA E.DICKENS, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared C.Braddock Jones, the President of the Cedar Building and Loan Association, Inc., the above-named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Archey C. New
(ARCHEY C. NEW)

Filed for record July 27 1957 at 10:17 AM

Mailed to Archey C. New

5

LIBER 124 PAGE 593

FOR VALUE RECEIVED, We do hereby assign the within Mortgage unto Archey C.New. for the purpose of foreclosure. 41433.

Witness the hand of C.Braddock Jones President and our corporate seal, this 23rd day of March, 1960

ATTEST:

(Edgar M.Bell)
-SECRETARY

CEDAR BUILDING AND LOAN ASSOCIATION, INC.

By (C.BRADDOCK JONES)
--PRESIDENT

File in Equity

SHORT ASSIGNMENT OF MORTGAGE

FROM

CEDAR BUILDING AND LOAN ASSOCIATION, INC.

TO

ARCHEY C. NEW

BLOCK NO.

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

Recorded in Liber _____ No. _____ Folio _____ etc., one of the Records of Baltimore City, and examined.

Per _____ Clerk.

RECORDED IN LIBER CIC NO. 1138 FOLIO 465 GEO. T. CROMWELL, CLERK

1960 MAR 24 PM 12:05

RECORDED IN LIBER CIC NO. 1138 FOLIO 465 GEO. T. CROMWELL, CLERK

RECORDS OF ANNE ARUNDEL COUNTY

Anne Arundel County

LIBER 124 PAGE 594

ARCHEY C. NEW, ASSIGNEE --PLAINTIFF VS. EDWARD N.DICKENS and ROBERTA E. DICKENS, his wife --DEFENDANTS	* * * * * * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY. Equity No. 13,721

MILITARY AFFIDAVIT

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE. TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ COUNTY of Baltimore aforesaid, personally appeared EDGAR M.BELL, Secretary of the Cedar Building and Loan Association, Inc., and he made oath in due form of law that he knows the Defendants herein, and that to the best of his knowledge, information and belief

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

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

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

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

Edgar M. Bell
(Edgar M.Bell)
--AFFIANT

Subscribed and sworn to before me this 24th day of March, 1960.

Vernon O. Lutz
NOTARY PUBLIC

VERNON O. LUTZ NOTARY PUBLIC BALTIMORE, MD.

FILED
1960 MAR 24 PM 12:31

ARCHEY C. NEW, ASSIGNEE --PLAINTIFF	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
EDWARD N. DICKENS and ROBERTA E. DICKENS, his wife --DEFENDANTS	*	IN EQUITY.
	*	Equity No. 13,721

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage Loan on No.319 Fourteenth Ave. (Lot No.60, "Brooklyn Park, Annex No.2" --	$	12,400.00
Shortage in Expense Account for taxes, etc.....	$	117.16
Interest to March, 24, 1960.....	$	128.47
	$	12,645.63
CREDIT-- Paid on principal by Mortgagors to 3/24/'60 ..	$	81.35
Balance due.....	$	12,564.28

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, SS:

I HEREBY CERTIFY that, on this 24th day of March, 1960, before me, a Notary Public of the State of Maryland, in and for the ~~City~~ COUNTY of Baltimore aforesaid, personally appeared EDGAR M. BELL, Secretary of the Cedar Building and Loan Association, Inc., the Assignor of the Mortgage to the Plaintiff in the above-entitled case, and he made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim, under the Mortgage filed in the said cause, now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

Vernon O. Lutz
NOTARY PUBLIC

FILED

1960 MAR 24 PM 12:31

ARCHEY C. NEW, ASSIGNEE, --PLAINTIFF	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
EDWARD N. DICKENS and ROBERTA E.DICKENS, his wife, --DEFENDANTS	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	*	----
	*	No. 13,721 Equity.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Archey C.New,Assignee of the Mortgage filed in the above-entitled cause, pursuant to the power and authority vested in him in the said Mortgage, respectfully shows that, after giving bond with security for the faithful discharge of his duties, and after having given due notice of the time, place,manner and terms of sale, by advertisements inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, the said Archey C.New,Assignee, did, pursuant to said notice, on Tuesday, April,26,1960, at 2 o'clock P.M. (E.D.S.T.), attend on the premises, and then and there sold at Public Auction the leasehold property mentioned and described in the said Mortgage, known as No.319 Fourteenth Avenue, Brooklyn Park, Anne Arundel County,Maryland, unto the Cedar Building and Loan Association,Inc., a body corporate of Maryland, of No.4024 Belle Grove Road, Anne Arundel County,Maryland, at and for the price or sum of Thirteen Thousand, Five Hundred Dollars ($13,500.00), subject to the payment of the annual rent of Ninety Dollars ($90.00), the said purchaser, at the price mentioned, being the highest bidder therefor.

Archey C. New
(Archey C.New)
Assignee of aforesaid Mortgage

FILED
1960 APR 28 AM 9:38

8

STATE OF MARYLAND.)
CITY OF BALTIMORE.) SS:

I HEREBY CERTIFY that, on this 27 day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Archey C. New, Assignee, and he made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

William A. Levy
NOTARY PUBLIC

ARCHEY CAMERON NEW
Attorney
2 E. Lexington Street
Baltimore 2, Md.

Assignee's Mortgage Sale

VALUABLE LEASEHOLD RESIDENTIAL PROPERTY

319 14TH AVENUE
BROOKLYN PARK

By virtue of a decree of the Circuit Court of Anne Arundel County in Equity, mortgage from Edward N. Dickens and Roberta E. Dickens, Wife to Cedar Building and Loan Association dated July 26, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1138-452 and being duly assigned to Archey C. New, the undersigned Assignee, will sell at public auction, on the premises, on

Tuesday, April 26, 1960 at 2 o'clock P. M. (E. D. S. T.)

BEING known and designated as Lot No. 60 as shown on the Plat of Brooklyn Park Annex No. 2, recorded among Land Records aforesaid in Plat Book 26-14. Subject to annual ground rent of $90. Improved by a FRAME RANCH HOUSE and known as 319 14th Avenue.

TERMS OF SALE: Cash. Deposit $500 at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 percent per annum from day of sale to day of settlement. Taxes, ground rent and all other expenses to be adjusted to day of sale.

ARCHEY C. NEW, ASSIGNEE
E. T. Newell & Co., Inc.,
Auctioneers
120-26 W. North Avenue
Baltimore 1, Md.
Plaza 2-3580 A-21

Fidelity and Deposit Company

LIBER 124 PAGE 598

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 10 PAGE 234

Equity No. 13,721

KNOW ALL MEN BY THESE PRESENTS:

That we, Archey C. New, 2 E. Lexington Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTEEN THOUSAND AND 00/100 ($13,000.00) - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of April in the year of our Lord 1960

Whereas, the above bounden Archey C. New by virtue of the power contained in a mortgage from Edward N. Dickens and Reberta E. Dickens, his wife to Cedar Building and Loan Association, Inc. bearing the date the 26th day of July, 1957 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1138 Folio 452 and duly assigned to Archey C. New, who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, ~~sealed and delivered~~ in the presence of:

[signature] Archey C. New (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony — D. Anthony *As to Surety*

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

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

FILED

1960 APR 26 AM 9:46

Bond filed and approved this 26th day of April 1960
George T. Cromwell Clerk

ORDER NISI

LIBER 124 PAGE 599

ARCHEY C. NEW, Assignee

versus

EDWARD N. DICKENS and

ROBERTA E. DICKENS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,721 Equity

Ordered, this 28th day of April, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Archey C. New, Assignee

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

The report states that the amount of sale was $ 13,500.00

FILED 1960 APR 28 AM 9:38

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

ARCHEY C. NEW, Assignee

versus

EDWARD N. DICKENS and

ROBERTA E. DICKENS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 7th day of June, 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 June 7

-11

ARCHEY CAMERON NEW
Attorney
2 E. Lexington Street
Baltimore 2, Md.

Assignee's Mortgage Sale

VALUABLE LEASEHOLD RESIDENTIAL PROPERTY

319 14TH AVENUE
BROOKLYN PARK

By virtue of a decree of the Circuit Court of Anne Arundel County in Equity, mortgage from Edward N. Dickens and Roberta E. Dickens, Wife to Cedar Building and Loan Association dated July 26, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1138-452 and being duly assigned to Archey C. New, the undersigned Assignee, will sell at public auction, on the premises, on

Tuesday, April 26, 1960
at 2 o'clock P. M.
(E. D. S. T.)

BEING known and designated as Lot No. 60 as shown on the Plat of Brooklyn Park Annex No. 2, recorded among Land Records aforesaid in Plat Book 26-14. Subject to annual ground rent of $90. Improved by a FRAME RANCH HOUSE and known as 319 14th Avenue.

TERMS OF SALE: Cash. Deposit $500 at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 percent per annum from day of sale to day of settlement. Taxes, ground rent and all other expenses to be adjusted to day of sale.

ARCHEY C. NEW, ASSIGNEE
E. T. Newell & Co., Inc.,
Auctioneers
120-26 W. North Avenue
Baltimore 1, Md.
Plaza 2-3580 A-21

No. M. G. 14186

OFFICE F

Maryland Gazette

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

LIBER 124 PAGE 600

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1960

We hereby certify, that the annexed Assignee's Mortgage Sale Edward N. Dickens Equity No. 13721

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of April, 1960. The first insertion being made the 31st day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 MAY 1 PM 1:38

By H. Tilghman

12

OFF' ' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 601

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,721 Equity
ARCHEY C. NEW. Asignee
VERSUS
EDWARD N. DICKENS and ROBERTA E. DICKENS, his wife

Ordered, this 28th day of April, 1960. That the sale of the Property in these procedings mentioned, made and reported by Archey C. N e w. Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of June ext;- Provided. 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.

The report states that the amount of sale was $13,500.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
M-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,721

Edward N. Dickens

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of June, 1960. The first insertion being made the 5th day of May, 1960.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. ~~1960~~ MAY 31 AM 9:30

By H. Tilghman

13

LIBER* 124 PAGE 602

ARCHEY C. NEW, ASSIGNEE --PLAINTIFF	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
EDWARD N.DICKENS and ROBERTA E.DICKENS,his wife, --DEFENDANTS	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	*	--
	*	No.13721

STATEMENT OF ADDITIONAL MORTGAGE DEBT

Additional interest due-- March,22,1960 to April,26,1960 .....$	69.79
Fines.....$	204.60
Ground Rent---12/10/59 to 4/26/60.....$	34.00
State and County Taxes for 1960--to 4/26/60- 3 months,26 days.....$	63.98
Insurance Premium.....$	35.96
$	408.33

STATE OF MARYLAND.)
CITY OF BALTIMORE.) SS:

I HEREBY CERTIFY that, on this 6th day of June,1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EDGAR M.BELL, Secretary of the Cedar Building and Loan Association,Inc., and he made oath in due form of law that the foregoing is a true and correct statement of the additional amount due, under the Mortgage filed in the above-entitled cause, over and above the amount stated to be due in the original statement of mortgage claim filed in the said cause, and now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

JOHN S. GALLON NOTARY PUBLIC BALTIMORE, MARYLAND

John S. Gallon
NOTARY PUBLIC

FILED
1960 JUN 10 PM 1:09

14

LIBER 10 PAGE 277

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

Equity No. 13,721

KNOW ALL MEN BY THESE PRESENTS:

That we, Archey C. New, 2 E. Lexington Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE HUNDRED AND 00/100 ($500.00) - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of June in the year of our Lord 1960

Whereas, the above bounden Archey C. New by virtue of the power contained in a mortgage from Edward N. Dickens and Roberta E. Dickens, his wife to Cedar Building and Loan Association, Inc. bearing date the 26th day of July, 1957 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1138 Folio 452 and duly assigned to Archey C. New, who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, sealed and delivered in the presence of:

Joseph O. Mattuck (signature)
Joseph O. Mattuck

Archey C. New (signature) (SEAL)
Archey C. New

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony (signature)
D. Anthony *As to Surety*

By E. V. Shockley (signature)
E. V. Shockley *Attorney-in-Fact*

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

FILED

1960 JUN 14 PM 1:39

Additional Bond filed and approved this 14th day of June 1960.
George T. Cromwell, Clerk

In the Case of

Archey C. New,
Assignee
vs.
Edward N. Dickens
and
Roberta E. Dickens, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,721 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.

June 20, 1960.

FILED
1960 JUN 22 AM 10:40

16

Dr. Archey C. New, Assignee vs. Edward N. Dickens and Roberta E. Dickens, his wife in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	435	00	535	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	50		
Auditor - stating this account	13	50	57	00
To 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	20	70		
Fidelity & Deposit Co. of Md.-bond premium	50	00		
E.T. Newell & Co.,Inc.- auctioneer's fee	50	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	7	43		
One-half State documentary stamps	14	85		
Vernon O. Lutz - notary fees	1	00		
William D. Levy - notary fee		50	225	00
To Cedar Building and Loan Ass'n., Inc.- mortgagee - this balance on account mortgag e claims	12,683	00	12,683	00
			13,500	00
Amount of mortgage claim filed 3/24/60	12,564	28		
Amount of additional claim filed 6/10/60	408	33		
	12,972	61		
Cr. Amount allowed above	12,683	00		
Balance subject to decree in personam	289	61		

17

with Archey C. New, Assignee vs. Edward N. Dickens and Roberta E. Dickens, his wife Cr.

1960						
Apr.	26	Proceeds of Sale	13,500	00	13,500	00
					13,500	00

18

ORDER NISI LIBER 124 PAGE 607

Archey C. New,

Assignee

VERSUS

Edward N. Dickens

and

Roberta E. Dickens, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,721 Equity.

ORDERED, This 22nd day of June, 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 1st day of August ~~xxxx~~ next; Provided 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 ~~xxxx~~ August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2nd day of August, 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 AUG -2 PM 12:08

D Bowie Duckett

19

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 124 PAGE 608

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,721
Auditor Account

Edward N Dickens

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 August, 1960. The first insertion being made the 30th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL 15 PM 1:42

By H. Tilghman

No. M. G.

20

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,721 Equity
ARCHEY C. NEW, Assignee
VERSUS
EDWARD N. DICKENS and ROBERTA E. DICKENS, his wife

Ordered, this 22nd day of June, 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 1st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of August next.

GEORGE T. CROMWELL
Clerk

True Copy, TEST:
GEORGE T. CROMWELL
Clerk

Jy-14