IN THE MATTER OF THE SALE	:	EQUITY NO. 13,802
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF ROBERT C. HAYNES AND	:	CIRCUIT COURT
ELIZABETH HAYNES, HIS WIFE (PRESENT OWNERS: MAYNARD C. LONG AND ALINE M. LONG, HIS WIFE)	:	FOR
	:	ANNE ARUNDEL COUNTY

Mr. Clerk:

Please docket the above entitled case, file the original mortgage, statement of mortgage debt, and military affidavit.

George E. Rullman
Attorney named in mortgage.

FILED

1960 MAY 23 PM 12:32

COUNTY FORM

LIBER 1152 PAGE 293

LIBER 126 PAGE 2

Equity No. 13,802

This Mortgage,

Made this 19th day of September, in the year one thousand, nine hundred and fifty-seven, Between Robert C. Haynes and Elizabeth Haynes, his wife,

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

WHEREAS, said Mortgagors, being member s of said body corporate, have received therefrom an advance in the sum of Ten Thousand and no/100--------- 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 of Eighty-seven 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 October, 1957, 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 those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lot Nos. 14 and 16, Block No. 18, in the Subdivision known as FRANKLIN MANOR BEACH, as per plat thereof duly recorded among the Land Records of Anne Arundel County in Plat Book 15, page 4. Said lots having a total frontage of 100 feet on Harford Street with an even depth therefrom of 150 feet.

BEING the identical property which was conveyed to the Mortgagors herein by Thomas L. Simmons and Evelyn L. Simmons, 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.

FILED

1960 MAY 23 PM 12:32

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.

Provided, however, if the said Mortgagor s, their heirs, personal representatives or assigns, shall make or cause to be made the payment 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 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 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 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 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 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 Mortgagor s 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 Mortgagor herein that this loan is made subject to all the provisions of the charter. by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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 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 Mortgagor s, themselves, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor s, 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 Mortgagor s 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 Thompson
Barbara Ann Thompson

Robert C. Haynes (SEAL)
Robert C. Haynes

(SEAL)

Elizabeth Haynes (SEAL)
Elizabeth Haynes

(SEAL)

LIBER 126 PAGE 5

LIBER 1152 PAGE 296

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 19th day of September, 19 57, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Robert C. Haynes and Elizabeth Haynes, his wife, the Mortgagor s 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 THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Barbara Ann Thompson
Barbara Ann Thompson Notary Public.

Rec'd for record Sept. 19, 1957 at 2:31 P.M.
Mailed to George E. Rullman

Purchase money R

MORTGAGE

FROM

Robert C. Haynes and

Elizabeth Haynes, his wife,

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

RECORDED IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 SEP 19 PM 2:31
& RECORDED IN LIBER GTC
NO. 1152 FOLIO 296
GEO. E. CROMWELL, CLERK

IN THE MATTER OF THE SALE	:	EQUITY NO. 13,802
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF ROBERT C. HAYNES AND	:	CIRCUIT COURT
ELIZABETH HAYNES, HIS WIFE	:	FOR
(PRESENT OWNERS: MAYNARD C. LONG	:	ANNE ARUNDEL COUNTY
AND ALINE M. LONG, HIS WIFE)	:	

. . . . . .

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October 1940 and Soldiers and Sailors Civil Relief Act Article 87A, Bagby's Annotated Code of Maryland, 1939, Ed.

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 the First Federal Savings and Loan Association of Annapolis, a body corporate, 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 Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not 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 are not subject to aforesaid.

George E. Rullman

George E. Rullman, Attorney and Agent,
Affiant

SUBSCRIBED AND SWORN to before me this 23rd day of May, 1960.

Madalin Ross

Notary Public

My commission expires May 1, 1961

MADALIN ROSS NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED

1960 MAY 23 PM 12:32

LIBER 126 PAGE 7

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ROBERT C. HAYNES AND ELIZABETH HAYNES, HIS WIFE	:	EQUITY NO. 13,802
	:	IN THE
	:	CIRCUIT COURT
(PRESENT OWNERS: MAYNARD C. LONG AND ALINE M. LONG, HIS WIFE)	:	FOR
	:	ANNE ARUNDEL COUNTY

. . . . . .

STATEMENT OF MORTGAGE DEBT

To Balance due on Principal $9,997.14

Interest June 49.99
Total $10,047.13

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

I hereby certify that on this 23rd day of May, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Iola P. Anderson, Secretary of the First Federal Savings and Loan Association of Annapolis, a body corporate, 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.

Madeline Russell
Notary Public

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1960 MAY 23 PM 12:32

F. 21733 1/55

LIBER 126 PAGE 8
LIBER 10 PAGE 280

MORTGAGEES OR ATTORNEYS BOND.

#13,802 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of 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 Eleven Thousand - - - - - - -($11,000.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of June, in the year of our Lord Nineteen hundred sixty.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Robert C. Haynes and Elizabeth Haynes, his wife to First Federal Savings and Loan Association of Anna. bearing date the 19th day of September 1957 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1152 Folio 293 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

Madalin Rose

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Mary F. Schoolden
Mary F. Schoolden

Attorney in fact

FILED
1960 JUN 17 AM 10:16

Bond approved this 17th day of June, 1960
George T. Cromwell, Clerk
GEORGE T. CROMWELL, Clerk

GEORGE W. SCIBLE - Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

LOCATED IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT FRANKLIN MANOR BEACH, SAID PROPERTY BEING IMPROVED BY A FRAME DWELLING CONTAINING SIX ROOMS AND BATH.

Under and by virtue of the power of sale contained in a Mortgage from Robert C. Haynes and Elizabeth Haynes, his wife, to First Federal Savings and Loan Association of Annapolis, dated September 19, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 293, the undersigned Attorney named in said Mortgage to make sale of property therein described, default having occured thereunder, will offer for public sale at Auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, June 28, 1960

AT 10:30 O'CLOCK, A.M.

the following described property, namely:

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. 14 and 16, Block No. 18, in the Subdivision known as FRANKLIN MANOR BEACH, as per plat thereof duly recorded among the Land Records of Anne Arundel County in Plat Book 15, page 4, said lots having a total frontage of 100 feet on Harford Street with an even depth therefrom of 150 feet.

BEING the same property which was conveyed to the said Robert C. Haynes and Elizabeth Haynes, his wife, by Thomas L. Simmons and Evelyn L. Simmons, his wife, by deed dated September 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 291.

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 JUN 29 AM 10:40

a

I hereby certify that on behalf of the First Federal Savings and Loan Association of Annapolis I purchased the property described on the reverse side hereof at Public Auction at the Court House door, Annapolis, Maryland, on Tuesday, June 28th, 1960, at and for the bid of Eight thousand five hundred Dollars ($8,500.00) and It agrees to comply with the terms of sale.

John M. Thomas
First Federal Savings and Loan
Association of Annapolis, by
John M. Thomas, Vice President

I hereby certify that as Auctioneer, I did offer for sale at Public Auction at the Court House door in the City of Annapolis, on Tuesday, June 28th, 1960, the property described on the reverse side hereof and sold the same to First Federal Savings and Loan Association of Annapolis at and for the high bid of Eight thousand five hundred Dollars ($8,500.00).

George W. Scible
George W. Scible, Auctioneer

FILED
1960 JUN 29 AM 10:40

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IN THE MATTER OF THE SALE OF	:	EQUITY NO. 13,802
THE MORTGAGED REAL ESTATE OF	:	IN THE
ROBERT C. HAYNES AND ELIZABETH	:	CIRCUIT COURT
HAYNES, HIS WIFE (PRESENT OWNERS: MAYNARD C. LONG AND ALINE M. LONG, HIS WIFE)	:	FOR
	:	ANNE ARUNDEL COUNTY

. . . . . .

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 filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Robert C. Haynes and Elizabeth Haynes, his wife, dated September 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152 folio 293, 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 advertisement 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, June 28, 1960, at 10:30 o'clock a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis at and for the sum of Eight Thousand five hundred Dollars ($8,500.00), it then and there being the highest bidder therefor, which property is described as follows:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. 14 and 16, Block No. 18, in the Subdivision known as Franklin Manor Beach, as per plat thereof duly recorded among the Land Records of Anne Arundel County in Plat Book 15, page 4, said lots having a total frontage of 100 feet on Harford Street with an even depth therefrom of 150 feet.

1960 JUN 29 AM 10:40 FILED

BEING the same property which was conveyed to the said Robert C. Haynes and Elizabeth Haynes, his wife, by Thomas L. Simmons and Evelyn L. Simmons, his wife, by deed dated September 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 291.

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

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.

Respectfully submitted,

George E. Rullman
Attorney named in Mortgage

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

I hereby certify that on this 28th day of June, 1960, before me, 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 sale was fairly made.

Witness my hand and Notarial Seal.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Madolin Ross, Notary Public

ORDER NISI

LIBER 126 PAGE 13

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
~~versus~~
ROBERT C. HAYNES and
ELIZABETH HAYNES, his wife
(Present owners: Maynard C. Long and
Aline M. Long, his wife)

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,802 Equity

Ordered, this 29 day of June, 1960, That the sale of the Property in these proceedings mentioned, made and reported by George E. Hullman, Attorney named in the mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of August next.

The report states that the amount of sale was $ 8,500.00

FILED 1960 JUN 29 AM 10:40

True Copy,

George T. Bromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
~~versus~~
ROBERT C. HAYNES and
ELIZABETH HAYNES, his wife
(Present owners: Maynard C. Long and
Aline M. Long, his wife)

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

ORDERED BY THE COURT, This 9th day of August, 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 AUG -9 PM 3:13

13

Legal Notice

Public Sal

OF VALUABLE RESIDENCE PROPERTY

LOCATED IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT FRANKLIN MANOR BEACH, SAID PROPERTY BEING IMPROVED BY A FRAME DWELLING CONTAINING SIX ROOMS AND BATH.

Under and by virtue of the power of sale contained in a Mortgage from Robert C. Haynes and Elizabeth Haynes, his wife, to First Federal Savings and Loan Association of Annapolis, dated September 19, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 293, the undersigned Attorney named in said Mortgage to make sale of property therein described, default having occurred thereunder, will offer for public sale at Auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, June 28, 1960
at 10:30 O'clock A.M.

the fololwing described property, namely:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. 14 and 16, Block No. 18, in the Subdivision known as FRANKLIN MANOR BEACH, as per plat thereof duly recorded among the Land Records of Anne Arundel County in Plat Book 15, page 4, Sold lots having a total frontage of 100 feet on Harford Street with an even depth therefrom of 150 feet.

BEING the same property which was conveyed to the said Robert C. Haynes and Elizabeth Haynes, his wife, by Thomas L. Simmons and Evelyn L. Simmons, his wife, by deed dated September 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 291.

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
GEORGE W. SCIBLE,
Auctioneer

Ju-21

OFFICE

13,802 Equity

LIBER 126 PAGE 14

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 5, 1960

We hereby certify, that the annexed

Public Sale

Robert C. Haynes

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 28th day of June, 1960. The first insertion being made the 31st day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

14

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 15

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,802 Robert C. Haynes was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of August, 1960. The first insertion being made the 7th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG -3 PM 1:54

By H. Tilghman

15

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,802 Equity

In the matter of the sale of the Mortgaged Real Estate of ROBERT C. HAYNES and ELIZABETH HAYNES, his wife (Present owners: MAYNARD C. LONG and ALINE M. LONG, his wife)

Ordered, this 29th day of June, 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 8th 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 8th day of August next.

The report states that the amount of sale was $8,500.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

Jy-28

No. M. G. 16054

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs.
Robert C. Haynes
and
Elizabeth Haynes, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,802 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

August 18, 1960

FILED
1960 AUG 18 PM 12:12

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Robert E. Haynes and Elizabeth Haynes, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	286	58	336	58
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	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	15	56		
National Surety Corp. - bond premium	44	00		
George W. Scible - auctioneer's fee	30	00		
One-half Federal documentary stamps	4	67		
One-half State documentary stamps	9	35		
Madolin Ross - notary fees	1	50	198	60
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	8,057	96	8,057	96
			8,644	64
Amount of mortgage claim filed	10,047	13		
Interest on principal balance of $9,997.14 from 7/1/60 to 9/19/60 - 2 mos. 19 days @ 6%	131	63		
	10,178	76		
Cr. Amount allowed above	8,057	96		
Balance subject to decree in personam	2,120	80		

17

with

George E. Rullman, Attorney named in Mortgage

Cr.

1960						
June	28	Proceeds of Sale	8,500	00		
		Interest on deferred payment of $7,650.00 to 8/9/60	52	79	8,552	79
		Refund 1960 State and County taxes ($180.23) - 6 months 2 days	91	85	91	85
					8,644	64

8

ORDER NISI LIBER 126 PAGE 19

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~VERSUS~~
Robert E. Haynes
and
Elizabeth Haynes, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,802 Equity.

1960 AUG 19 PM 3:12

ORDERED, This 19th day of August, 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 26th 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 26th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of September, 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 ~~Sheriff~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1960 SEP 27 PM 3:35

Benjamin Michaelson
Judge.

19

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 20

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,802 Equity
In the Matter of the Sale of the Mortgaged Real Estate of ROBERT E. HAYNES and ELIZABETH HAYNES, his wife

Ordered, this 19th day of August, 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 26th 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 26th day of September next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
8-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,802
Auditor Account

Robert E. Haynes

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of September, 1960. The first insertion being made the 24th day of August, 1960.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 166 1960 SEP 15 PM 2:58

By H. Tilghman

20

Edgar L. Howard, Jr., P.O. Box 52, Annapolis, Maryland.	:	No. 11,148 Equity
vs.	:	In the
Kurtz A. Brandenburg and Edna Brandenburg, his wife, 3rd Floor Apartment, 439 G Street, SW, Washington, D.C.	:	Circuit Court for Anne Arundel County

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

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

To the Honorable, the Judges of said Court:

Your Orator, Edgar L. Howard, Jr., by his solicitors, Woelfel and Curley, humbly complaining, says:

1.

That on October 14th, 1952, your Orator purchased at public auction from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and said County, for the sum of Fourteen ($14.00) Dollars, certain property lying, being and situate in the Second Election District of said County described as Lot 8, Block 12, as shown on the plat of Severn Grove, Anne Arundel County, Maryland, and assessed to Kurtz A. Brandenburg and Edna Brandenburg, his wife; that upon said sale your Orator was issued Certificate of Tax Sale No. 1756, the same being filed herewith and prayed to be taken as part and parcel hereof as will more fully appear by reference to said certificate marked Plaintiff's Exhibit No. 1.

2.

That the aforesaid property has not been redeemed by any party in interest, although more than one year and a day has passed since the date of sale.

3.

That the amount necessary for redemption is $13.57, being the sum paid by your Orator on account of the purchase price, to-

Filed 13. Oct., 1954

gether with interest thereon at the rate of six (6%) per cent per annum from the date of payment to the date of redemption, together with all other amounts, to wit: costs and disbursements in this proceeding as specified and authorized by Sections 108 and 109 of Article 81 of the Annotated Code of Maryland (1951 Ed.) which are Clerk costs $6.50, Appearance fee $5, record search fee $25 plus $2 fee for service of process.

4.

That a search of the Land Records of Anne Arundel County as well as the records of the Register of Wills and of the Courts of Law and Equity of said County discloses record fee simple title to the property aforesaid to be vested in the said Defendants, Kurtz A. Brandenburg and Edna M. Brandenburg, his wife, by virtue of a deed to them from Fred E. Kroker and Ethel W. Kroker, his wife, dated November 15th, 1932, and recorded among the Land Records of said County in Liber W.M.B. No. 132, folio 598.

5.

That there are no mortgages or other liens upon the property.

To the end, therefore:

1. That it may please this Honorable Court to grant unto your Orator an order of publication giving notice to the said defendants, Kurtz A. Brandenburg and Edna Brandenburg, his wife, non-residents of this State, of the object and substance of this Bill of Complaint and directing them to be and appear in this Court in person or by solicitor, on or before some day certain to be stipulated therein, to show cause, if any they have, why the decree should not be passed as hereinafter prayed.
2. That this Honorable Court may pass a final decree in the premises foreclosing all

right, title and interest of the Defendants in and to the property described herein and vest in the Plaintiff an absolute and indefeasible title in fee simple in the property, free and clear of all alienation and descents of the property occurring prior to the decree of Court as hereinbefore provided, except, however, taxes accruing subsequent to the day of sale.

3. That your Orator may have such other and further relief as the nature of his case may require.

And as in duty bound, etc.

Woelfel and Curley
Solicitors for Complainant
9-11 School Street
Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 13th day of October, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Thomas J. Curley who made oath in due form of law that he is the attorney at law and the party who made a search of the Land Records of Anne Arundel County in order to determine the true owner or owners of the property and after making a complete search of a period of more than forty years immediately prior to the instrument of this suit, he has determined that Kurtz A. Brandenburg and Edna Brandenburg, his wife, are the true and lawful owners of the real estate mentioned in these proceedings.

Affiant

Witness my hand and seal Notarial.

Notary Public

1756 LIBER 125 PAGE 24 11148

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 1952, I sold to Edgar L. Howard Jr. PO Box 52 City at public auction for the sum of 14 Dollars and 00 Cents, of which 13.57 Dollars has been paid as a deposit on the property in 2 District described as Lot 8 Block 12 as shown on the plat of Severn Grove A.A. County.

and assessed to Kurtz A. & Edna Brandenburg

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1953, 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 14th day of Oct 1952

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of October, 1952, 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,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

Plaintiff's Exhibit No. 4
Filed 13 Oct., 1954

Edgar L. Howard, Jr.,	:	No. 11,148 Equity
vs.	:	In the
	:	Circuit Court
Kurtz A. Brandenburg and Edna Brandenburg, his wife,	:	for
	:	Anne Arundel County
	:	

: : : : : : : : : :

ORDER OF PUBLICATION

The object of this suit is for the plaintiff Edgar L. Howard, Jr., to have the court pass a final decree foreclosing the right of redemption to Lot No. 8, Block 12, as shown on the plat of Severn Grove, Anne Arundel County, Maryland, and vest in the Plaintiff an absolute and indefeasible title in fee simple in the property free and clear of all alienation and descents of the property occurrir prior to the decree of Court as hereinbefore provided, except, however, taxes accruing subsequent to the day of sale and for such other and further relief as his case may require.

The bill recites:

That on October 14th, 1952, your Orator purchased at public auction from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and said County, for the sum of Fourteen ($14.00) Dollars, certain property lying, being and situate in the Second Election District of said County described as Lot 8, Block 12, as shown on the plat of Severn Grove, Anne Arundel County, Maryland, and assessed to Kurtz A. Brandenburg and Edna Brandenburg, his wife; that upon said sale your Orator was issued Certificate of Tax Sale No. 1756, the same being filed herewith and prayed to be taken as part and parcel hereof as will more fully appear by reference to said certificate marked Plaintiff's Exhibit No. 1.

That the aforesaid property has not been redeemed by any party in interest, although more than one year and a day has passed since the date of sale.

That the amount necessary for redemption is $13.57, being

5

Filed 13 Oct., 1954

the sum paid by your Orator on account of the purchase price, together with interest thereon at the rate of six (6%) per cent per annum from the date of payment to the date of redemption, together with all other amounts, to wit: costs and disbursements in this proceedings as specified and authorized by Sections 108 and 109 of Article 81 of the Annotated Code of Maryland (1951 Ed.) which are Clerk costs $6.50, Appearance fee $5, record search fee $25 plus $2 fee for service of proceess.

That a search of the Land Records of Anne Arundel County as well as the records of the Register of Wills and of the Courts of Law and Equity of said County discloses record fee simple title to the property aforesaid to be vested in the said Defendants, Kurtz A. Brandenburg and Edna M. Brandenburg, his wife, by virtue of a deed to them from Fred E. Kroker and Ethel W. Kroker, his wife, dated November 15th, 1932, and recorded among the Land Records of said County in Liber W.M.B. No. 132, folio 598.

That there are no mortgages or other liens upon the property.

It is thereupon this 13 day of October, in the year 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the plaintiff Edgar L. Howard, Jr., by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 22 day of December, 1954, give notice to the said absent defendants, Kurtz A. Brandenburg and Edna Brandenburg, his wife, of the object and substance of the bill and warn them to be and appear in this Court on the 7 day of January, 1954, to show cause, if any they have, why a decree should not be passed as therein prayed, provided, however, another mode of service may be that a copy of this order maybe personally served on such Defendants ~~one month~~ sixty days before the day fixed for their appearance, which day herein fixed for their said appearance is the 7 day of January, 1954.

John H. Hopkins, 3rd
CLERK

6

Edgar L. Howard, Jr.	:	No. 11,148 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Kurtz A. Brandenburg, et al.	:	Anne Arundel County
	:	

: : : : : : : : : :

PETITION FOR ORDER OF PUBLICATION AND ORDER OF COURT THEREON

: : : : : : : : : :

To the Honorable, the Judges of said Court:

The petition of Edgar L. Howard respectfully shows:

1.

That the Plaintiff has heretofore endeavored to secure service upon the said non-resident defendants by having them personally notified.

2.

That the Plaintiff has been veritably advised that the Defendant Kurtz A. Brandenburg is a night watchman and it is very difficult to obtain personal service upon him.

3.

That your Petitioner now desires to get service upon the Defendants by publishing an order of publication in the newspaper.

Wherefore, your Petitioner prays:

1. That a new order of publication be signed by this Honorable Court.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Petitioner
George B. Woelfel
9-11 School Street

ORDER OF COURT

ORDERED this 26th day of February, 1957, that a new order of publication issue.

Benjamin Nicholson
Judge

FILED
1957 FEB 26 PM 2:19

FILED
1957 FEB 27 PM 12:43

Edgar L. Howard, Jr.	:	No. 11,148 Equity
vs.	:	In the Circuit Court for Anne Arundel County
Kurtz A. Brandenburg and Edna Brandenburg, his wife 3rd Fl. Apt., 439 G St., SW, Washington, D.C.	:	

: : : : : : : : : : :

ORDER OF PUBLICATION

The object of this suit is for the plaintiff Edgar L. Howard, Jr., to have the court pass a final decree foreclosing the right of redemption to Lot No. 8, Block 12, as shown on the plat of Severn Grove, Anne Arundel County, Maryland, and vest in the Plaintiff an absolute and indefeasible title in fee simple in the property, free and clear of all alienation and descents of the property occurring prior to the decree of Court as hereinbefore provided, except, however, taxes accruing subsequent to the day of sale and for such other and further relief as his case may require.

The bill recites:

That on October 14th, 1952, your Orator purchased at public auction from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and said County, for the sum of Fourteen ($14.00) Dollars, certain property lying, being and situate in the Second Election District of said County described as Lot 8, Block 12, as shown on the plat of Severn Grove, Anne Arundel County, Maryland, and assessed to Kurtz A. Brandenburg and Edna Brandenburg, his wife; that upon said sale your Orator was issued Certificate of Tax Sale No. 1756, the same being filed herewith and prayed to be taken as part and parcel hereof as will more fully appear by reference to said certificate marked Plaintiff's Exhibit No. 1.

That the aforesaid property has not been redeemed by any party in interest, although more than one year and a day has passed since the date of sale.

FILED
1957 MAR 26 PM 3:09

8

That the amount necessary for redemption is $13.57, being the sum paid by your Orator on account of the purchase price, together with interest thereon at the rate of six (6%) per cent per annum from the date of payment to the date of redemption, together with all other amounts, to wit: costs and disbursements in this proceedings as specified and authorized by Sections 108 and 109 of Article 81 of the Annotated Code of Maryland (1951 Ed.) which are Clerk costs $6.50, Appearance fee $5, record search fee $25 plus $2 fee for service of process.

That a search of the Land Records of Anne Arundel County as well as the records of the Register of Wills and of the Courts of Law and Equity of said County discloses record fee simple title to the property aforesaid to be vested in the said Defendants, Kurtz A. Brandenburg and Edna M. Brandenburg, his wife, by virtue of a deed to them from Fred E. Kroker and Ethel W. Kroker, his wife, dated November 15th, 1932, and recorded among the Land Records of said County in Liber W.M.B. No. 132, folio 598.

That there are no mortgages or other liens upon the property.

It is thereupon this 27th day of March, in the year 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the plaintiff Edgar L. Howard, Jr., by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 6th day of May, 1957, give notice to the said absent defendants, Kurtz A. Brandenburg and Edna Brandenburg, his wife, of the object and substance of the bill and warn them to be and appear in this Court on the 21st day of May 1957, and to file an answer or other defense within fifteen (15) days thereafter.

George T. Cromwell
Clerk

EQUITY No. 11,148
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EDGAR L. HOWARD, JR.
Vs.
KURTZ A. BRANDENBURG and EDNA BRANDENBURG, His Wife, 3rd Fl. Apt., 439 G. St., S.W., Washington, D. C.

Order Of Publication

The object of this suit is for the plaintiff Edgar L. Howard, Jr., to have the court pass a final decree foreclosing the right of redemption to Lot No. 8, Block 12, as shown on the plat of Severn Grove, Anne Arundel County, Maryland, and vest in the Plaintiff an absolute and indefeasible title in fee simple in the property, free and clear of all alienation and descents of the property occurring prior to the decree of Court as hereinbefore provided, except, however, taxes accruing subsequent to the day of sale and for such other and further relief as his case may require.

The bill recites:

That on October 14th, 1952, your Orator purchased at public auction from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and said County, for the sum of Fourteen ($14.00) Dollars, certain property lying, being and situate in the Second Election District of said County described as Lot 8, Block 12, as shown on the plat of Severn Grove, Anne Arundel County, Maryland, and assessed to Kurtz A. Brandenburg and Edna Brandenburg, his wife; that upon said sale your Orator was issued Certificate of Tax Sale No. 1756, the same being filed herewith and prayed to be taken as part and parcel hereof as will more fully appear by reference to said certificate marked Plaintiff's Exhibit No. 1.

That the aforesaid property has not been redeemed by any party in interest, although more than one year and a day has passed since the date of sale.

That the amount necessary for redemption is $13.57, being the sum paid by your Orator on account of the purchase price, together with interest thereon at the rate of six (6%) per cent per annum from the date of payment to the date of redemption, together with all other amounts, to wit: costs and disbursements in this proceedings as specified and authorized by Sections 108 and 109 of Article 81 of the Annotated Code of Maryland (1951 Ed.) which are Clerk costs $6.50, Appearance fee $5, record search fee $25 plus $2 fee for service of process.

That a search of the Land Records of Anne Arundel County as well as the records of the Register of Wills and of the Courts of Law and Equity of said County discloses record fee simple title to the property aforesaid to be vested in the said Defendants, Kurtz A. Brandenburg and Edna M. Brandenburg, his wife, by virtue of a deed to them from Fred E. Kroker and Ethel W. Kroker, his wife, dated November 15th, 1932, and recorded among the Land Records of said County in Liber W. M. B. No. 182, folio 508.

That there are no mortgages or other liens upon the property.

It is thereupon this 27th day of March, in the year 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the plaintiff Edgar L. Howard, Jr., by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 6th day of May, 1957, give notice to the said absent defendants, Kurtz A. Brandenburg and Edna Brandenburg, his wife, of the object and substance of the bill and warn them to be and appear in this Court on the 21st day of May, 1957, and to file an answer or other defense within fifteen (15) days thereafter.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

A-25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 30

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1957

We hereby certify, that the annexed

Order of Publication
Eq. 11,148 Property
Edgar L. Howard, 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 6th day of May, 1957. The first insertion being made the 4th day of April, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By W. T. McGinnis

FILED
1957 MAY 7 PM 2 38

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 9th day of August, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Edgar L. Howard, Jr.

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant s
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

are too old for military service

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 9th day of August, 19 60.

Notarial Seal

Mary M. Hoff
Notary Public.

My Commission will expire on: May 1st, 1961.

Filed,

FILED
1960 AUG -9 PM 3:36

Edgar L. Howard, Jr.	No. 11,148 ~~DIVORCES~~ - EQUITY
	IN THE
vs.	CIRCUIT COURT
	FOR
Kurtz A. Brandenburg, et al	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, Kurtz A. Brandenburg and Edna Brandenburg, and all persons having or claiming to have any interest in the property after Order of Publication duly published ~~(or served) (having been duly summoned)~~ having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication (~~or Writ of Summons~~.)

It is thereupon this 10th day of August 1960 by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

Matthew S. Crane
Judge

FILED
1960 AUG 11 PM 2:58

12

Edgar L. Howard, Jr.	:	No. 11,148 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Kurtz A. Brandenburg, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

DECREE OF COURT

This cause standing ready for hearing and being submitted the proceedings were read and considered and it appearing to the Court that the same has been conducted to a substantial compliance with the provisions of Article 81 Sections 70 to 123 inclusive of the Amended Code of the Public Local Laws of the State of Maryland, 1957 Edition

It is thereupon this 15th day of [redacted], in the year 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all rights of redemption of the said Kurtz A. Brandenburg and Edna Brandenburg, his wife, or anyone claiming by, from or under them, in and to the property described in these proceedings, the same having been sold by the Treasurer of Anne Arundel County to Edgar L. Howard, Jr., on the 14th day of October, 1952, by Joseph H. Griscom, Sr., for non-payment of taxes, be, and the same are hereby barred and foreclosed.

And it is further ADJUDGED, ORDERED and DECREED that an absolute and indefeasible title in fee simple to the said property, free and clear of all alienations and descents occurring prior to this decree as well as all encumbrances thereon, except taxes accruing subsequent to said day of sale to which the same is subject, be, and the same are hereby vested in the Complainant.

And it is further ADJUDGED, ORDERED and DECREED that upon payment by him of the balance, if any, due on the purchase price together with all taxes, interest and penalties thereon accruing subsequent to the day of sale, to the Treasurer of Anne Arundel County, the said Treasurer of Anne Arundel County shall execute

FILED
1960 SEP 19 AM 9:31

a deed conveying the aforesaid property to the Complainant.

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.

Matthew L. Evans
Judge

14

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
vs.	*	Anne Arundel County
Robert E. Simpson and	*	(In Equity)
Martha D. Simpson, his wife	*	Equity No. 13,793

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

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1. -Original Mortgage from Robert E. Simpson and Martha D. Simpson, his wife to the Leeds Federal Savings and Loan Association, dated March 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1279, folio 102 etc..

Edward J. Brannan
Edward J. Brannan,
Attorney Named in Mortgage

FILED
1960 MAY 17 AM 9:40

City-County Form.

LIBER 126 PAGE 36

BOOK 1279 PAGE 102

Equity No. 13,793

This Mortgage, Made this 5th day of March, in the year one thousand, nine hundred and fifty-nine, between Robert E. Simpson and Martha D. Simpson, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - - - - - - - - - - - - - - NINETY-TWO HUNDRED ($9,200.00) - - - - - - - - - - - - - - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of SIXTY-FIVE and 92/100 ($65.92) - - - - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its 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 to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

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

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

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

Lot numbered four (4), Block 3, Section 1, as shown on the Plat of Harundale. Said Plat of Harundale being composed of 4 sheets and formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plats No. 1, 2, 3 and 4 and now recorded in Plat Book No. 20, folio 20. Said Plats and the endorsements thereon are hereby referred to and expressly made a part of this deed. The improvements thereon being known as 707 Cotter Road, Harundale.

BEING the same lot of ground and premises which by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by John H. Brown and wife unto Robert E. Simpson and Martha D. Simpson, his wife, the Mortgagors herein.

Plaintiff's Exhibit #1

FILED

1960 MAY 17 AM 9:41

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

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

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Mortgagee, its successors or assigns or wherein the Mortgagee, its suc-

cessors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (10) that should twenty per cent. (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at six (6%) per cent. beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

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

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

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan

Edward J. Brannan

Robert E. Simpson (SEAL)
Robert E. Simpson

Martha D. Simpson (SEAL)
Martha D. Simpson

(SEAL)

(SEAL)

BOOK 1279 PAGE 105

LIBER 126 PAGE 39

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of March, 1959, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Robert E. Simpson and Martha D. Simpson, his wife, the Mortgagors, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Robert W. Bratton President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan

Edward J. Brannan Notary Public.

13.00

Rec'd for record Mar. 11, 1959, at 10:35 AM.
Mailed to Edward J. Brannan

MORTGAGE

FROM

Robert E. Simpson and

Martha D. Simpson (wife)

TO

LEEDS
FEDERAL SAVINGS AND LOAN
ASSOCIATION

BLOCK NO.

Received for Record 1959 MAR 11 AM 10:35 LIBER 126 FOLIO 102

at ____ o'clock ____ M. Same day recorded in

Liber ____ No. ____ Folio ____ etc.,

one of the ____ Records of

____ and examined per

____, Clerk.

Cost of Record, $ 13.00

Recorded

H. ROSS BLACK, JR.
EDWARD J. BRANNAN
Attorneys-at-Law
Baltimore 2, Maryland
5th Equitable Building

THE DAILY RECORD COMPANY, BALTIMORE, MD.
RECORD AND RETURN TO
EDWARD J. BRANNAN
EQUITABLE BUILDING

RECORD AND RETURN TO
EDWARD J. BRANNAN
EQUITABLE BUILDING
BALTIMORE 2, MD.

Edward J. Brannan,	*	In The Circuit Court For
Attorney Named in Mortgage	*	Anne Arundel County
vs.	*	Docket No._____,Folio_____
Robert E. Simpson and	*	Case No. 13,793
Martha D. Simpson, his wife	*	

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Edward J. Brannan
Edward J. Brannan,
Attorney Named in Mortgage

Subscribed and sworn to before me
this 14th day of May, 1960

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

FILED
1960 MAY 17 AM 9:40

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LIBER 126 PAGE 41

Edward J. Brannan,	*	IN THE CIRCUIT COURT
Attorney Named in Mortgage	*	FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	Docket No._____,Folio_____
Robert E. Simpson and	*	
Martha D. Simpson, his wife	*	Case No. 13,793
	*	

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

STATEMENT OF MORTGAGE DEBT

State of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Robert E. Simpson and Martha D. Simpson, his wife, dated March 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1279, folio 102 etc.

Amount of Mortgage Loan	$ 9200.00
Less Amount Paid on Account	153.84
	$ 9046.16
Plus interest to June 13, 1960	152.85
	$ 9199.01
Less Expense Account	42.41
Total	$ 9156.60

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14th day of May, in the year 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1960 MAY 17 AM 9:40

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

LIBER 126 PAGE 42

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 10 PAGE 254

Equity No. 13,793

Edward J. Brannan, Attorney named in the Mortgage

vs

Robert E. Simpson and Martha D. Simpson, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, Edward J. Brannan of 541 Equitable Building, Baltimore, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand - 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 11th day of May, in the year of our Lord, nineteen hundred and sixty

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Robert E. Simpson and Martha D. Simpson, his wife to Leeds Federal Savings and Loan Association bearing date the 5th day of March, 1959 and recorded among the Land Records of Anne Arundel County in Liber No. GTC1279 Folio 102 and

Edward J. Brannan

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

B. L. Bolling

Witness to Surety

FILED

1960 MAY 17 AM 9:41

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Shelds

Charles E. Shelds, Attorney-in-fact

Bond filed and approved this 17th day of May 1960

George T Cromwell, Clerk

10

EDWARD J. BRANNAN,
Solicitor
541 Equitable Building,
Baltimore, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
707 Cotter Road, Harundale
Anne Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from Robert E. Simpson and Martha D. Simpson, his wife, to the Leeds Federal Savings and Loan Association, dated March 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1279, folio 102 etc., (default having occurred under the convenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Monday, June 13, 1960
at 2 O'clock P.M.

All that Fee Simple Property situate in Anne Arundel County, State of Maryland and described as follows:

Lot numbered four (4), Block 3, Section 1, as shown on the Plat of Harundale. Said Plat of Harundale being composed of 4 sheets, and formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plats No. 1, 2, 3, and 4 and now recorded in Plat Book No. 20, folio 20. Said Plats and the endorsements thereon are hereby referred to and expressly made a part of this deed. The improvements thereon being known as 707 Cotter Road, Harundale.

The aforesaid lot of ground is improved with a one story dwelling containing six (6) rooms and one (1) bath, radiant hot-water-oil heat, and a one and one-half (1½) car garage.

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is, to bear interest at the rates of six percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges and Harundale Maintenance Charges, if any, to be adjusted to the day of sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers

Ju-9

LIBER 126 PAGE 43

OFFICE (

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1960

We hereby certify, that the annexed

Mortgage Sale

Robert E. Simpson

13,793

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 June, 1960. The first insertion being made the 19th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUN 10 PM 3 41

By H. Leighman

11

Edward J. Brannan
Attorney Named in Mortgage

vs.

Robert E. Simpson and
Martha D. Simpson, his wife

* IN THE CIRCUIT COURT OF
* ANNE ARUNDEL COUNTY
*
* IN EQUITY

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 13th day of June ,1960, he sold at public auction, for the highest price obtainable, to Leeds Federal Savings and Loan Association, the following described property:

Lot numbered four (4) , Block 3, Section 1, as shown on the Plat of Harundale, Said Plat of Harundale being composed of 4 sheets and formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plats No. 1, 2, 3 and 4, now recorded in Plat Book No. 20, folio 20. The improvements thereon being known as 707 Cotter Road, Harundale, at and for the price of FIVE THOUSAND DOLLARS ($5000.00)

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

WITNESS:

Betty Y. Trueschler

John M. Millett
President.

The undersigned Purchaser of the above described property do hereby certify that it bought said property at the auction at and for the price of FIVE THOUSAND DOLLARS ($5,000.00).

~~WITNESS the hands and seals of the said purchasers.~~
Witness the signature of Leeds Federal Savings and Loan Association. by Robert W. Bratton, its President, and its corporate seal hereunto affixed.

ATTEST:

H. E. Johnson
H. E. Johnson, Secretary-Treasurer

(SEAL)
LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION
BY: R. W. Bratton (SEAL)
R. W. Bratton, President.

FILED
1960 JUN 17 AM 9:21

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Edward J. Brannan Attorney Named inMortgage	*	IN THE CIRCUIT COURT OF
vs.	*	ANNE ARUNDEL COUNTY
Robert E. Simpson and Martha D. Simpson, his wife	*	IN EQUITY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated March 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1279, folio 102 etc., from Robert E. Simpson and Martha D. Simpson, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 13th day of June, 1960 at 2 O'clock P.M. attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto the Leeds Federal Savings and Loan Association, at and for the price of Five Thousand Dollars ($5,000.00), which said price was the highest amount bid for the property.

Edward J. Brannan
Edward J. Brannan, Attorney
Named in Mortgage.

FILED
1960 JUN 17 AM 9:21

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 16th 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 Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

EDWA RANNAN,
r
541, Equitable Building,
Baltimore, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
707 Cotter Road, Harundale
Anne Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from Robert E. Simpson and Martha D. Simpson, his wife, to the Leeds Federal Savings and Loan Association, dated March 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1279, folio 102 etc., (default having occurred under the convenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Monday, June 13, 1960 at 2 O'clock P.M.

All that Fee Simple Property situate in Anne Arundel County, State of Maryland and described as follows:

Lot numbered four (4), Block 3, Section 1, as shown on the Plat of Harundale. Said Plat of Harundale being composed of 4 sheets and formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plats No. 1, 2, 3, and 4 and now recorded in Plat Book No. 20, folio 20. Said Plats and the endorsements thereon are hereby referred to and expressly made a part of this deed. The improvements thereon being known as 707 Cotter Road, Harundale.

The aforesaid lot of ground is improved with a one story dwelling containing six (6) rooms and one (1) bath, radiant hot-water-oil heat, and a one and one-half (1½) car garage.

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rates of six percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges, and Harundale Maintenance Charges, if any, to be adjusted to the day of sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage.
E. T. NEWELL & CO., INC.,
Auctioneers Ju-9

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ORDER NISI

LIBER 126 PAGE 47

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

ROBERT E. SIMPSON and
MARTHA D. SIMPSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,793 Equity

Ordered, this 17th day of June, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage

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

The report states that the amount of sale was $ $5,000.00

FILED 1960 JUN 17 AM 9:21

True Copy,

Clerk.

TEST: Clerk.

(Final Order)

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

ROBERT E. SIMPSON and
MARTHA D. SIMPSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of July, 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.

JUDGE.

FILED
1960 JUL 26 AM 11:23

15

OFFICE F

LIBER 126 PAGE 48

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,793

Robert E. Simpson

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 July, 1960. The first insertion being made the 23rd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. ---------- 1960 JUL 15 PM 1:42 By H. Tilghman

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,793 Equity
EDWARD J. BRANNAN, Attorney named in Mortgage
versus
ROBERT E. SIMPSON and MARTHA D. SIMPSON, his wife

Ordered, this 17th day of June, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

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

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

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
Robert E. Simpson
and
Martha D. Simpson, his wife

In the
Circuit Court
For
Anne Arundel County

No. 13,793 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Fickling
Auditor

August 23, 1960

FILED
1960 AUG 29 PM 12:22

Dr. Edward J. Brannan, Attorney named in Mortgage vs. Robert E. Simpson and Martha D. Simpson, his wife

in ac.

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	181	17	331	17
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	70	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
U.S. Fidelity & Guaranty Co.-bond premium	40	00		
The Sun - advertising sale	29	20		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
Marguerite E. Wolf - notary fees	1	50	192	70
To Attorney for Adjustments, viz:				
Harundale Maintenance Charge from 1/1/60 to 6/13/60 - 5 months 13 days	5	45	5	45
To Leeds Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	4,544	19	4,544	19
			5,125	01
Amount of mortgage claim filed	9,156	60		
Interest on principal balance of $9,046.16 from 6/13/60 to 9/27/60 - 93 days @ 6%	140	22		
	9,296	82		
Cr. Amount allowed above	4,544	19		
Balance subject to decree in personam	4,752	63		

18

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1960						
June	13	Proceeds of Sale	5,000	00		
		Interest thereto to 7/30/60	39	01	5,039	01
		Refund 1960 State and County taxes and Sanitary Charges - 6 months 17 days	86	00	86	00
					5,125	01

ORDER NISI LIBER 126 PAGE 52

Edward J. Brannan,

Attorney named in Mortgage

VERSUS

Robert E. Simpson

and

Martha D. Simpson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,793 Equity.

ORDERED, This 29th day of August, 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 3rd day of ~~September~~ October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of ~~September~~ October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of October, 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 OCT -4 PM 3:34

D. Bruce Duckett

20

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 53

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,793 Equity
EDWARD J. BRANNAN, Attorney named in Mortgage
versus
ROBERT E. SIMPSON and MARTHA D. SIMPSON, his wife

Ordered, this 29th day of August, 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 3rd 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 3rd day of October nex.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 16, 1960

We hereby certify, that the annexed Order Nisi Eq 13,793 Auditor Account Robert E. Simpson 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 3rd day of October, 1960. The first insertion being made the 1st day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 16870 1960 SEP 19 AM 11:16 By H. Tilghman

21

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANK ASHER SEALOVER AND YVONNE DELORES SEALOVER, HIS WIFE	:	(In Equity)

No 13,769 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 Frank Asher Sealover and Yvonne Delores Sealover, his wife to Baltimore Federal Savings and Loan Association, datedMarch 18th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1282 folio 158.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED
1960 APR 30 AM 9:26

City and County Form.

148-96

LIBER 126 PAGE 55

BOOK 1282 PAGE 158

No. 13,769 Equity

This Mortgage, Made this 18th day of March, in the year one thousand, nine hundred and fifty-nine, between FRANK ASHER SEALOVER and YVONNE DELORES SEALOVER, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTEEN THOUSAND THREE HUNDRED FIFTY AND 00/100ths ($15,350.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four and three-fourths (4 3/4%) per cent per annum in the manner following:

By the payment of EIGHTY AND 08/100ths ($80.08) Dollars, commencing on the first day of May, 1959, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 102, in Block B, as shown on the Plat entitled "Blosson Hills, Section I, Second Amendment", dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

FILED

1960 APR 30 AM 9:26

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; ~~subject to the payment of the yearly rent of~~ in Fee-Simple.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....$200.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

~~WITNESS the hand(s) and seal(s) of the said Mortgagor(s) and the signature(s) of its Vice President~~

WITNESS:

James D. Laudeman, Jr.

Frank Asher Sealover (SEAL)
Frank Asher Sealover

(SEAL)

Yvonne Delores Sealover (SEAL)
Yvonne Delores Sealover

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 18th day of March, 1959, before me, a Notary Public of said State, personally appeared Frank Asher Sealover and Yvonne Delores Sealover, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) ~~is~~/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~as the duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President~~. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JAMES D. LAUDEMAN, JR. NOTARY PUBLIC BALTIMORE CO., MD.

James D. Laudeman, Jr. Notary Public

Rec'd for record Mar. 24, 1959, at 12:44 P.M.
Mailed to Callahan & Calwell

MORTGAGE

FROM

FRANK ASHER SEALOVER and YVONNE DELORES SEALOVER, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

148-96

Received for Record 1959 MAR 24 PM 12:44

at o'clock M. Same day recorded in Liber No. Folio etc., one of the Land Records of 1282 and examined per Clerk

Cost of Record 1350 B

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM 105 1500-8-15-58

LIBER 126 PAGE 59

MILITARY AFFIDAVIT No. 13,769 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of April 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Frank Asher Sealover and Yvonne Delores Sealover, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1960 APR 30 AM 9:26

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

FRANK ASHER SEALOVER AND

YVONNE DELORES SEALOVER, HIS WIFE

IN THE

LIBER 126 PAGE 60

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,769 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Frank Asher Sealover and Yvonne Delores Sealover, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **18th** day of **March** 1959, and recorded among the

Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1282**

Folio **158** .

Amount of Mortgage	**$15,350.00**
Less - amount paid on principal	**117.08**
	15,232.92
Plus - interest to 5/25/60	**412.05**
	15,644.97
Less - balance in expense account	**136.08**
	15,508.89

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **27th** day of **March** in the year nineteen hundred and **sixty** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

WITNESS my hand and Notarial seal.

FILED

1960 APR 30 AM 9:26

Clara M. Link

Clara M. Link Notary Public

7

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANK ASHER SEALOVER AND YVONNE DELORES SEALOVER, HIS WIFE	:	(In Equity)

Equity No. 13,769

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 18th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1282 folio 158 from said Frank Asher Sealover and Yvonne Delores Sealover, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 21st day of June, 1960 at 3.30 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known as Lot No. 102, in Block B, as shown on Plat entitled "Blossom Hills , Section I, Second Amendment" dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 JUN 23 PM 3:59

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 Twelve Thousand ($12,000.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of June, 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

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Frank Asher Sealover and Yvonne Delores Sealover, his wife to Baltimore Federal Savings and Loan Association, dated March 18th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1282 folio 158 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

Tuesday, June 21st, 1960, At 3:30 P.M. (E. D. T.)

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

Being known and designated as Lot No. 102, in Block B, as shown on Plat entitled "Blossom Hills, Section 1, Second Amendment," dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34, located on easterly side of Maryland Route 607 — Mountain to Fort Smallwood Roads.

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

In fee simple, subject to any restrictive covenants and—or Utility Agreements, of record, affecting the property.

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

TERMS OF SALE: A cash de-

1

LIBER 126 PAGE 63

~~Mortgagee's~~ Attorney's Bond.

LIBER 10 PAGE 282

1-369

LIBER 126 PAGE 64

314976

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y

Equity No. 13,769

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTEEN THOUSAND, SIX HUNDRED AND 00/100 ($15,600.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th - day of June - - - - - - in the year nineteen hundred and sixty

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Frank Asher Sealover and Yvonne Delores Sealover to the Baltimore Federal Savings & Loan Association bearing date the 18th day of March nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1282, Folio 158, and

Lot 102 Block "B" Blossom Hills, Anne Arundel Co Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Kirk

~~Attest~~ As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By John F. Kennedy Jr. Atty-in-Fact

Bond approved this 18th day of June, 1960

Geo. T. Cromwell, Clerk

FILED
1960 JUN 18 AM 10:25

10

ORDER NISI

LIBER 126 PAGE 65

Walter S. Calwell, Attorney
Named in Mortgage

versus

Frank Asher Sealover and
Yvonne Delores Sealover, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,769 Equity

Ordered, this 23rd day of June, 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 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.

The report states that the amount of sale was $ 12,000.00

True Copy, George T. Cromwell Clerk.

FILED
1960 JUN 23 PM 3:59

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell, Attorney
Named in Mortgage

versus

Frank Asher Sealover and
Yvonne Delores Sealover, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2nd day of August, 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. Bowie Duckett
JUDGE.

FILED
1960 AUG -2 PM 12:08

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Frank Asher Sealover and Yvonne Delores Sealover, his wife to Baltimore Federal Savings and Loan Association, dated March 18th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1282 folio 158, (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

Tuesday, June 21st, 1960, At 3:30 P.M. (E. D. T.)

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

Being known and designated as Lot No. 102, in Block B, as shown on Plat entitled "Blossom Hills, Section 1, Second Amendment," dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34, located on easterly side of Maryland Route 607 — Mountain to Fort Smallwood Roads.

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

In fee simple, subject to any restrictive covenants and—or Utility Agreements, of record, affecting the property.

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

No. TERMS OF SALE: A cash deposit of 500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.
Auctioneer

Ju-16

OFFICE C.

Maryland Gazette

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

LIBER 126 PAGE 66

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1960

We hereby certify, that the annexed Attorney's Sale Frank Asher Sealover. 13769

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 June, 1960. The first insertion being made the 26th day of May, 1960.

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

FILED
1960 JUL -7 PM 1:56

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 67

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 21, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,769

Frank Asher Sealover

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of August, 1960. The first insertion being made the 30th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,769 Equity
Walter S. Calwell, Attorney named in Mortgage
versus
Frank Asher Sealover and Yvonne Delores Sealover, his wife

Ordered, this 23rd day of June, 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 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.

The report states that the amount of sale was $12,000.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

jy-21

FILED

No. M950 JUL 21 PM 3:16

1.3

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Frank Asher Sealover
and
Yvonne Delores Sealover, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,769 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. Jakeling
Auditor.

September 1, 1960

FILED
1960 SEP -6 AM 10:06

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Frank A. Sealover and Yvonne D. Sealover, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	392	59	592	59
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	62	40		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	13	20		
Clara M. Link - notary fees	1	50	202	22
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,346	98	11,346	98
			12,197	79
Amount of mortgage claim filed	15,508	89		
Interest on principal balance @ 4-3/4% of $15,232.92 from 5/25/60 to 10/8/60 - 4 months 13 days	267	33		
	15,776	22		
Cr. Amount allowed above	11,346	98		
Balance subject to decree in personam	4,429	24		

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

1960						
June	21	Proceeds of Sale	12,000	00		
		Interest thereon to 8/30/60	86	17	12,086	17
		Refund 1960 State and County taxes ($211.51) - 6 months 9 days	111	62	111	62
					12,197	79

ORDER NISI LIBER 126 PAGE 71

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Frank Asher Sealover
and
Yvonne Delores Sealover, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,769 Equity.

1960 SEP -6 AM 11:55

ORDERED, This 6 day of September, 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 6 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 6 day of October next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of October, 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 OCT 11 PM 2:58

D. Bruce Duckett

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 72

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,769 Auditor Account Frank Asher Sealover

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 10th day of October, 1960 The first insertion being made the 8th day of September, 1960

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1960 OCT -5 PM 1:59

No. M.G. 17060

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,769 Equity
Walter S. Calwell, Attorney named in Mortgage

versus

FRANK ASHER SEALOVER and YVONNE DELORES SEALOVER his wife

Ordered, this 6 day of September, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of 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 10th day of October next.

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

LIBER 126 PAGE 73

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
PHILIP O. HOARE AND PHYLLIS A. HOARE, 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 Philip O. Hoare and Phyllis H. Hoare, his wife to Baltimore Federal Savings and Loan Association, dated December 22nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1090 folio 60.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED
1960 MAY 18 AM 9:21

Equity No. 13,785

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 1090 PAGE 60

MARYLAND

LIBER 126 PAGE 74

MORTGAGE

THIS MORTGAGE, made this 22nd day of December, A. D. 1956, by and between PHILIP O. HOARE AND PHYLLIS H. HOARE, his wife.,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of ELEVEN THOUSAND FIVE HUNDRED TEN AND 00/100ths Dollars ($ 11,510.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-EIGHT AND 32/100ths Dollars ($ 58.32), commencing on the first day of February, 19 57, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable ~~on the first day of~~ December 21, 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 Co., in the State of Maryland, to wit:

BEING known and designated as Lot No. 46, in Block J, as shown on the Plat entitled "Country Club Estates" Section No. 4, dated January 1956 and recorded among the Plat Records of Anne Arundel County on May 31, 1956 in File Number 1402, in Plat Book 28, folio 20. The improvements thereon being known as No. 126 North Meadow Drive.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel Co. immediately prior hereto was granted and assigned by Admiral Engineering Corporation, unto the within named Mortgagors.

FILED

1960 MAY 18 AM 9:21

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

16—42890-6

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 [redacted]

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 6th days of June and December in each and every year.

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

16—49800-8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Philip O. Hoare [SEAL]
Philip O. Hoare
[SEAL]
Phyllis H. Hoare [SEAL]
Phyllis H. Hoare
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 22nd day of December, 19 56 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Philip O. Hoare and Phyllis H. Hoare, his wife., the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

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

Maurice F. Mackey, Jr.
Notary Public.

MAURICE F. MACKEY, JR.

Rec'd for record Dec. 31 1956 at 9:01 A.M.
Mailed to Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
PHILIP O. HOARE AND
PHYLLIS H. HOARE, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

PHILIP O. HOARE AND

PHYLLIS A. HOARE, HIS WIFE

IN THE LIBER 126 PAGE 78

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity 13,785

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Philip O. Hoare and Phyllis A. Hoare, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **22nd** day of **December** 1956, and recorded among the

Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1090**

Folio **60** .

Amount of Mortgage	**$11,510.00**
Less - amount paid on principal	**462.87**
	11,047.13
Plus - interest to 6/21/60	**526.14**
	11573.27
Plus - overdraft in expense account	**296.45**
	11,869.72

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **16th** day of **May** in the year nineteen hundred and **sixty** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph 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 fore-going is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

FILED

1960 MAY 18 AM 9:21

Clara M. Link

Clara M. Link Notary Public

6

LIBER 126 PAGE 79

MILITARY AFFIDAVIT

Docket 19 folio 22

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of April, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Philip O. Hoare and Phyllis A. Hoare, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1960 MAY 18 AM 9:21

Mortgages and Attorney's Bond. 1-369

LIBER 10 PAGE 283 LIBER 126 PAGE 80

314900

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 13,795

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND, NINE HUNDRED AND 00/100 ($11,900.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th - day of June - - - - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Philip O. Hoare and Phyllis H. Hoare to the Baltimore Federal Savings & Loan Association

bearing date the 22nd - day of December nineteen hundred and fifty-six, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1090, Folio 60, and

126 N. Meadow Drive, Anne Arundel Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Frick
~~Attest~~ As to Surety:

M. S. Kraus
M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By John F. Kennedy Jr.
John F. Kennedy Jr., Attorney-in-Fact

FILED
1960 JUN 18 AM 10:25

Bond approved this 18th day of June, 1960

George T. Cromwell, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
PHILIP O. HOARE AND PHYLLIS H. HOARE, HIS WIFE	:	(in Equity)

Equity No. 13,755

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 22nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1090 folio 60 from said Philip O. Hoare and Phyllis H. Hoare, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 21st day of June, 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 as Lot No. 46, Block J, as shown on Plat entitled "Country Club Estates" Section 4, dated January, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 20, File Number 1402, the improvements whereon are known as No. 126 North Meadow Drive, more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1960 JUN 23 PM 3:59

9

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Twelve Thousand one Hundred sixty-seven ($12,167.00) Dollars, subject to the payment of an annual ground rent of $120.00, 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 22nd 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 Walter S. Calwell, Walter S. Calwell and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

10

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 Mortgnge from Philip O. Hoare and Phyllis H. Hoare, his wife to Baltimore Federal Savings and Loan Association, dated December 22nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1090 folio 60 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, June 21st, 1960, At 3 P.M. (E.D.T.)

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 46, in Block J, as shown on the Plat entitled "Country Club Estates" Section No. 4, dated January 1956 and recorded among the Plat Records of Anne Arundel County on May 31, 1956 in File Number 1402, in Plat Book 28, folio 20. The improvements thereon being known as No. 126 North Meadow Drive.

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

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants and—or Utility Agreements, of record, affecting the property.

Improved by a 1½ story, brick and frame bungalow, containing 6 rooms (3 bedrooms) 2 baths, hot water gas fired heat.

TERMS OF SALE: A cash deposit of 500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.

Ju-16

LIBER 126 PAGE 83

ORDER NISI

LIBER 126 PAGE 84

Walter S. Calwell
Attorney Named in Mortgage

versus

Philip O. Hoare and
Phyllis H. Hoare, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,795 Equity

Ordered, this 23rd day of June, 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 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.

The report states that the amount of sale was $ 12,167.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 JUN 23 PM 3:59

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell
Attorney Named in Mortgage

versus

Philip O. Hoare and
Phyllis H. Hoare, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2nd day of August, 19 60 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Bonn Duckett
JUDGE.

FILED
1960 AUG -2 PM 12:08

~~Mortgagee~~ Attorney's Bond.
ADDITIONAL

LIBER 10 PAGE 295

1-369

314900

LIBER 126 PAGE 85

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, 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 TWO HUNDRED AND SIXTY-SEVEN AND 00/100 ($267.00) - - - - - - - - - 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 27th - - - - - - - - - - - - - - - - - day of June - - - - - - - - in the year nineteen hundred and sixty

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Philip O. Hoare and Phyllis H. Hoare, his wife to the Baltimore Federal Savings and Loan Association

bearing date the 22nd day of December nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1090, Folio 60, and

126 N. Meadow Drive - Anne Arundel Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Fisch

~~Attest~~ As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

FILED

JUN 29 AM 10:35

Bond approved this ___ day of _____, 19 1960

_____, Clerk

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

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Philip O. Hoare and Phyllis H. Hoare, his wife to Baltimore Federal Savings and Loan Association, dated December 22nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1090 folio 60 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, June 21st, 1960, At 3 P.M. (E.D.T.)

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek, and described as follows:

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

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants and—or Utility Agreements, of record, affecting the property.

Improved by a 1½ story, brick and frame bungalow, containing 6 rooms (3 bedrooms) 2 baths, hot water gas fired heat.

TERMS OF SALE: A cash deposit of 500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.

Ju-16,

OFFICE F LIBER 126 PAGE 86

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1960

We hereby certify, that the annexed

Attorney's Sale

Philip O. Hoare
13,795

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 June, 1960. The first insertion being made the 26th day of May, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUL -7 PM 1:30 By H. Tilghman

OFFI OF

LIBER 126 PAGE 87

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. 13,795 Equity

Walter S. Calwell, Attorney Named in Mortgage.
versus
Philip O. Hoare and
Phyllis H. Hoare, his wife

Ordered, this 23rd day of June, 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 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.

The report states that the amount of sale was 12,167.00.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 21, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq 13,795

Philip O. Hoare

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of August, 1960. The first insertion being made the 30th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1960 JUL 21 PM 3:16 By H. Tilghman

14

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Philip O. Hoare
and
Phyllis A. Hoare, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,795 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. Gibling
Auditor.

September 1, 1960

FILED
1960 SEP -6 AM 10:05

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs. Philip O. Hoare and Phyllis A. Hoare, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	397	63	447	63
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 and two copies	18	00	59	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	47	60		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	6	87		
One-half State documentary stamps	13	75		
Clara M. Link - notary fees	1	25	194	47
To Attorney for Ground Rent, viz: Semi-annual ground rent of $60.00 due 12/6/60 - 15 days	5	28	5	28
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	11,655	67	11,655	67
			12,362	55
Amount of mortgage claim filed	11,869	72		
Interest on principal balance of $11,047.13 @ 4½% from 6/21/60 to 10/8/60 3 months 17 days	147	76		
	12,017	48		
Cr. Amount allowed above	11,655	67		
Balance subject to decree in personam	361	81		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1960						
June	21	Proceeds of Sale	12,167	00		
		Interest thereon to 8/3/60	87	37	12,254	37
		Refund 1960 State and County taxes ($205.01) - 6 months 9 days	108	18	108	18
					12,362	55

ORDER NISI LIBER 126 PAGE 91

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Philip O. Hoare

and

Phyllis A. Hoare, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,795 Equity.

1960 SEP -6 PM 12:15 FILED

ORDERED, This 6 day of September, 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 11 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 11 day of October next.

George T. Bennett, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of October, 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 OCT 11 PM 2:58

O. Bowie Duckett

Y

OFFICE

LIBER 126 PAGE 92

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. 13,795 Equity
Water S. Calwell, Attorney named in Mortgage

versus

PHILIP O. HOARE and PHYLLIS A. HOARE, his wife

Ordered, this 6 day of September, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of 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 10th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,795 Auditor Account

Philip O. Hoare

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 10th day of October, 1960. The first insertion being made the 8th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 17662 1960 OCT -5 PM 1:59 By H. Tilghman

LIBER 126 PAGE 93

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GIVENS ELMER SENSIBAUGH, JR., AND NOVA ANN SENSIBAUGH, HIS WIFE	:	(In Equity)

No. 13,754 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 Givens Elmer Sensibaugh, Jr., and Nova Ann Sensibaugh, his wife to Baltimore Federal Savings and Loan Association, dated May 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1299 folio 377.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1960 APR 20 AM 11:40

City and County Form.

148-98

LIBER 125 PAGE 94

No. 13,754 Equity

BOOK 1299 PAGE 377

This Mortgage, Made this 21st day of May, in the year one thousand, nine hundred and fifty-nine, between GIVENS ELMER SENSIBAUGH, JR. and NOVA ANN SENSIBAUGH, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FOURTEEN THOUSAND NINE HUNDRED TWENTY-FIVE AND 00/100ths Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Four and three-fourths (4 3/4%) per cent per annum in the manner following:

By the payment of SEVENTY-SEVEN AND 86/100ths ($77.86) Dollars, commencing on the first day of July, 19 59, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot 3 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

FILED
1960 APR 20 AM 11:40

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; ~~subject to the payment of the yearly rent of~~ in fee simple.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agent or [redacted] satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....$500.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

~~WITNESS: [illegible] Vice President~~

WITNESS:

Robert F. Vavrina
ROBERT F. VAVRINA

Givens Elmer Sensibaugh Jr. (SEAL)
Givens Elmer Sensibaugh, Jr.

.....(SEAL)

Nova Ann Sensibaugh (SEAL)
Nova Ann Sensibaugh

.....(SEAL)

4

BOOK 1299 PAGE 380 LIBER 126 PAGE 97

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 21st day of May, 1959, before me, a Notary Public of said State, personally appeared Givens Elmer Sensibaugh and Nova Ann Sensibaugh, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) ~~is~~ are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~as the duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President~~ At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

Robert F. Vavrina
ROBERT F. VAVRINA Notary Public
13.50

Rec'd for record May 28, 1959 at 9:07 A.M.
Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

GIVENS ELMER SENSIBAUGH, JR., AND
NOVA ANN SENSIBAUGH, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

No. 13754 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of April, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Givens Elmer Sensibaugh, Jr., and Nova Ann Sensibaugh, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1960 APR 20 AM 11:40

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GIVENS ELMER SENSIBAUGH, JR., AND

NOVA ANN SENSIBAUGH, HIS WIFE

IN THE

LIBER 126 PAGE 99

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,754 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Givens Elmer Sensibaugh, Jr., and Nova Ann Sensibaugh, his wife

to Baltimore Federal Savings and Loan Association

dated the 21st day of May 1959, and recorded among the

Land Records of Anne Arundel County in Liber G.T.C. No. 1299

Folio 377 .

Amount of Mortgage	$14,925.00
Less - amount paid on principal	113.72
	14,811.28
Plus - interest to 5/25/60	341.90
	15,153.18
Plus - overdraft in expense account	19.52
	15,172.70

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 14th day of April in the

year nineteen hundred and sixty before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice

President of Baltimore Federal Savings and Loan Association

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

WITNESS my hand and Notarial seal.

FILED

1960 APR 20 4 11 40

Clara M. Link

Clara M. Link Notary Public

~~Mortgage and~~ Attorney's Bond.

LIBER 10 PAGE 281

1-369
LIBER 126 PAGE 100
314977

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 13,754

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Maryland as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTEEN THOUSAND, TWO HUNDRED AND 00/100 ($15,200.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th - day of June - - - - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Givens Elmer Sensibaugh Jr. and Nova Ann Sensibaugh to the Baltimore Federal Savings and Loan Association bearing date the 21st day of May nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.G. No. 1299, Folio 377, and

103 Temple Drive Anne Arundel Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

~~xxxxxx~~ As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By John F. Kennedy Jr.
Attorney-in-Fact

1960 JUN 18 AM 10:25

Bond approved this 18th day of June, 1960

George T. Cromwell, Clerk

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
GIVENS ELMER SENSIBAUGH, JR., AND NOVA ANN SENSIBAUGH, HIS WIFE	:	(In Equity)

Equity No. 13,754

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.F.C. No. 1299 folio 377 from said Givens Elmer Sensibaugh, Jr. and Nova Ann Sensibaugh, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 21st day of June, 1960 at 3.45 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known as Lot No. 3 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforesaid Mortgage, and in the attached advertisement of sale.

FILED

1960 JUN 23 PM 3:50

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 Twelve Thousand ($12,000.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of June, 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 CITY

Clara M. Link, Notary Public

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Givens Elmer Sensibaugh, Jr., and Nova Ann Sensibaugh, his wife to Baltimore Federal Savings and Loan Association, dated May 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1299 folio 377 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

Tuesday, June 21st, 1960, At 3:45 P.M. (E. D. T.)

All that fee simple lot of ground, situate and lying in the Third Election District of Anne Arundel County on the easterly side of Temple Drive, also known as Rock Creek Road, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, having a frontage of 93.96 feet with a depth of 175 feet X, and described as follows:

Being known as Lot No. 3 as shown on Plat of 2nd Revision "Sharonville," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 21; the improvements whereon are known as No. 103 Temple Drive.

TOGETHER with all buildings thereon and all rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

Subject to any restrictive covenants and—or Utility Agreements, of record, affecting the property; and also to set back, for improvements, as indicated on the aforementioned Plat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.
Auctioneer

Ju-16

LIBER 126 PAGE 103

ORDER NISI

LIBER 126 PAGE 104

Walter S. Calwell,
Attorney Named in Mortgage

versus

Givens Elmer Sensibaugh, Jr., and
Nova Ann Sensibaugh, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,754 Equity

Ordered, this 23rd day of June, 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 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.

The report states that the amount of sale was $ 12,000.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 JUN 23 PM 3:59

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Givens Elmer Sensibaugh, Jr., and
Nova Ann Sensibaugh, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2nd day of August, 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. Bowie Duckett
JUDGE.

FILED
1960 AUG -2 PM 12:08

//

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Bl ng
Baltimore 2, Md.

Attorney's Sale

Of Valuable Fee Simple Property

Uoder and by virtue of the power and authority contained in a Mortgage from Givens Elmer Sensibaugh, Jr., and Nova Ann Sensibaugh, his wife to Baltimore Federal Savings and Loan Association, dated May 21st, 1959 and recorded among the Land Records of Aone Arundel County in Liber G.T.C. No. 1299 folio 377 (default having occurred thereuoder) the uodersigoed Attorney will sell at Public Auction on the premises oo

Tuesday, June 21st, 1960, At 3:45 P.M. (E. D. T.)

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Being koown as Lot No. 3 as shown on Plat of 2nd Revision "Sharooville," which Plat is recorded among the Land Records of Anne Arundel Couoty in Plat Book 30 folio 21; the improvements whereoo are known as No. 103 Temple Drive.

TOGETHER with all buildings thereon and all rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

Subject to any restrictive covenants and—or Utility Agreemeots, of record, affecting the property; aod also to set back, for improvements, as indicated on the aforemeotioned Plat.

TERMS OF SALE: A cash deposit of 500.00 will be required of the purchaser at time aod place of sale, balance of purchose money upoo final ratification of sale by the Circuit Court for Anne Aruodel County and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if aoy, to be adjusted to day of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.
Auctioneer
Ju-16

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 105

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1960

We hereby certify, that the annexed

Attorney's Sale

Givens Elmer Sensibaugh, Jr.

13,754

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 June, 1960. The first insertion being made the 26th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -7 PM 1:36

By H. Tilghman

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 106

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,754 Equity
Walter S. Calwell, Attorney named in Mortgage
vs
Givens Elmer Sensibaugh, Jr., and Nova Ann Sensibaugh, his wife

Ordered, this 23rd day of June, 1960. That the sale of the Property in these preceedings 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 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.

The report states that the amount of sale was $12,000.00.

GEORGE T. CROMWELL, Clerk

True Copy TEST:

GEORGE T. CROMWELL, Clerk

jy-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 21, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,754
Givens Elmer Sensibaugh, 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 1st day of August, 1960. The first insertion being made the 30th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1960 JUL 21 PM 3:16

No. M. G. 13

13

LIBER 126 PAGE 107

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Givens Elmer Sensibaugh, Jr.,
and
Nova A. Sensibaugh, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,754 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

September 1, 1960

FILED
1960 SEP -6 AM 10:05

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Givens E. Sensibaugh, Jr., and Nova A. Sensibaugh, his wife in ac.

To Attorney for Fee, viz:	500	00		
To Attorney for Commissions, viz:	392	59	892	59
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 and two copies	18	00	57	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	60	80		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	13	20		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
Clara M. Link - notary fees	1	50	197	10
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,041	99	11,041	99
			12,189	43
Amount of mortgage claim filed	15,172	70		
Interest on principal balance of $14,800.28 @ 4-3/4% from 5/25/60 to 10/8/60 - 4 months 13 days	259	92		
	15,432	62		
Cr. Amount allowed above	11,041	99		
Balance subject to decree in personam	4,390	63		

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

1960						
June	21	Proceeds of Sale	12,000	00		
		Interest thereon to 8/3/60	86	17	12,086	17
		Refund 1960 State and County taxes ($195.76) - 6 months 9 days	103	26	103	26
					12,189	43

LIBER 126 PAGE 110

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Givens Elmer Sensibaugh, Jr.,

and

Nova Ann Sensibaugh, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,754 Equity.

1960 SEP -6 PM 12:33

FILED

ORDERED, This 1 day of September, 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 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 1st day of October next.

[illegible]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of October, 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 OCT 11 PM 2:57

V. Bowie Duckett

OFFI OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 111

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,754 Equity
Walter S. Calwell, Attorney named in Mortgage

versus

GIVENS ELMER SENSIBAUGH, JR., and
NOVA ANN SENSIBAUGH, his wife

Ordered, this 6 day of September, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day on 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 10th day of October next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed Order Nisi Eq. 13754 Auditor Account Givens Elmer Sensibaugh 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 10th day of October, 1960. The first insertion being made the 1th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 17061 1960 OCT -6 AM 9:34 By [illegible]

12

IN THE MATTER OF THE DEED OF TRUST FROM JOHN S. MARTIN AND EUNICE MARTIN, HIS WIFE, TRADING AS THE MARTIN CONSTRUCTION COMPANY TO FRANCIS J. HAMILL AND HAROLD G. APPLEGARTH, TRUSTEES		IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY Equity No. 13,402

Mr. Clerk:

Please docket this suit by titling. The original deed of trust being filed herewith and marked "Exhibit No. 1", and the original deed of trust note being filed herewith and marked "Exhibit No. 2"; the resignation of Francis J. Hamill and Harold G. Applegarth, As Trustees, being filed herewith and marked "Plaintiffs Exhibit No.3" and the appointment of David J. Preller, Substituted Trustee, by Francis J. Hamill and Marie A. Hamill, his wife, being filed herewith and marked "Exhibit No. 4".

Edwards Funston

Attorney for Plaintiff.

FILED

1959 SEP -8 PM 12:36

LIBER 126 PAGE 113 #4489

LIBER 1201 PAGE 318

THIS DEED OF TRUST, made and delivered this 30th day of April

in the year One Thousand Nine Hundred and fifty-eight Equity, by and between JOHN S. MARTIN and EUNICE M. MARTIN, His Wife, Trading As THE MARTIN CONSTRUCTION COMPANY of Anne Arundel County, hereinafter referred to

as the part ies of the first part and FRANCIS J. HAMILL and HAROLD G. APPLEGARTH,

of Baltimore City No. 13,402 Equity

Trustees, hereinafter referred to as part ies of the second part.

WHEREAS, JOHN S. MARTIN and EUNICE M. MARTIN, TRADING AS THE MARTIN CONSTRUCTION ~~are~~ COMPANY are justly indebted to FRANCIS J. HAMILL and MARIE A. HAMILL, His Wife,

, hereinafter

referred to as the Beneficiary, in the full sum of TEN THOUSAND FIVE HUNDRED FORTY-NINE AND 00/100----------DOLLARS, for money loaned for which the part ies of the first part have made and delivered to the Beneficiary, a promissory note, bearing even date herewith, payable to the order of the Beneficiary, at its principal office, located at 2513 North Charles Street, Baltimore 18, Maryland

or at such other place as the holder of said note may from time to time direct, with interest at the rate of Six per cent per annum, from the date hereof, said principal and interest being payable as follows:

Interest only at the rate aforesaid shall be payable on the first day of each and every month commencing with the first day of May, 1958, and continuing until the first day of October, 1958, at which time the entire principal balance, if not sooner paid, shall be due and payable.

~~THE PRIVILEGE is reserved of making extra payments on account of the principal on due dates provided for herein, each such extra payment to be in amount equal to what would have been the principal portion of one or more next ensuing installments, in chronological sequence, had that extra payment not been made. Such extra payments shall not exceed~~

~~during any period comprising twelve consecutive months, and shall~~

FILED

Petitioner's Exhibit No. 1 1959 SEP -8 PM 12 36.

2

11-56Md

~~not interrupt the continuity of regular periodic payments, including both principal and interest, until the indebtedness evidenced hereby is fully paid. This privilege is not to be cumulative.~~

~~THE MORTGAGOR shall have the further privilege of paying an amount in excess of said in any year, in an amount equal to one or more monthly installments of principal that are next due, provided there is paid the following premiums based on said excesses so paid during first mortgage year, during second mortgage year, during third mortgage year, during fourth mortgage year and during fifth mortgage year. Privilege is also reserved by the Mortgagors to pay the unpaid balance of their mortgage, in whole or in part, with interest thereon, at any time after five years from the date of first payment of principal and interest without the payment of any penalty thereof.~~

SAID NOTE is countersigned by said Trustees for the purpose of identification.

WHEREAS, it was a condition precedent to the granting of the said loan by the Beneficiary to the part ies of the first part that these presents be executed to secure the payment of said note as aforesaid and to secure the performance of the obligations, covenants and agreements of this Deed of Trust;

NOW THEREFORE, this deed of trust witnesseth; That the part ies of the first part, in consideration of the premises and of one dollar, the receipt whereof, prior to the signing and delivery of these presents, is acknowledged, does grant, convey and assign unto the part ies of the second part, as Trustees, subject as hereinafter provided, the following land and property, situate in Anne Arundel County , described as follows viz:

BEING known and designated as Lot 2, Block E, as shown on Plat entitled "Plat A Hollywood On The Severn", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 48.

BEING known and designated as Lot 3, Block E, as shown on Plat entitled "Part of Hollywood On The Severn", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 23 folio 16.

BEING the same lots of ground which by Deed of even date herewith recorded or intended to be recorded among the Land Records of AnnenArundel County immediately prior hereto was granted and conveyed by Charles L. Pumphrey Co., Inc., unto the parties of the first part herein

3

TOGETHER with the buildings and improvements now or hereafter standing thereon, the present and future hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the apparatus, equipment, chattels and fixtures now or hereafter attached to or used in connection with said buildings and improvements, which the parties of the first part represent as annexed to and forming a part of the realty and as subject to the lien of this deed of trust; TOGETHER with the possession and the right of possession of the aforegoing; TOGETHER with the rents, income, issues, and profits accruing therefrom, provided that the parties of the first part shall be entitled to collect and receive the same while no default exists in the terms of the aforesaid note or of this Deed of Trust;

TO HAVE AND TO HOLD the same unto and to the only use of the parties of the second part, as Trustees, in fee simple.

IN AND UPON THE FOLLOWING TRUSTS:

In trust to permit said parties of the first part to use and occupy the aforesaid land and property and to take, have and apply the rents, issues income and profits thereof to and for the sole use of the parties of the first part, while no default exists in any of the covenants and agreements of this Deed of Trust; and

In trust to release and re-convey the aforesaid land and property to the parties of the first part, at the cost of the parties of the first part, upon payment of the aforesaid note and upon payment of all sum expended by the Beneficiary to fulfill any one or more of the covenants or agreements herein made by the parties of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the parties of the first part and not so paid;

And upon this further trust, that upon failure to erect upon the afore-

LIBER 1201 PAGE 321 LIBER 126 PAGE 116

said land within six months and in accordance with the plans and specifications, therefore, the building or buildings provided to be erected in said plans and specifications, free and discharged from all liens and claims of mechanics and materialmen, or in the event that the Beneficiary is required to complete the erection of said building or buildings under the terms of a contract existing between the part iesof the first part and the beneficiary, or in the event that any of the provisions of said contract are violated, or upon default in any of the covenants or agreements of this Deed of Trust, then, at the election of the Beneficiary, the principal remaining unpaid with accrued interest shall be immediately due and payable, without notice, notice of such election being expressly waived, and, at the election of the Beneficiary, the part ies of the second part, as Trustees, acting in the execution of this trust, shall have the power and it shall be the duty of the part iesof the second part, as Trustees, to sell the said land and property, and in case of the default of any purchaser or purchasers, to re-sell said land and property, at public auction upon giving at least twenty days' notice of the time, place, manner and terms of sale in a newspaper printed in Anne Arundel County, Maryland , and such other notice as said Trustees deem expedient. Such sale may be of the whole or any part of said land and property, provided however, that the part ies of the second part, as Trustees, shall not be required to sell less than the whole, and such sale shall be in such manner as said Trustees deem advantageous and proper.
IN THE EVENT OF SUCH SALE, the part iesof the second part, as Trustees, shall have the power and it shall be the duty of the part ies of the second part, as Trustees, to convey the land and property so sold, in fee simple, to the purchaser or purchasers in compliance with the terms of said sale, and at the cost of said purchaser or purchasers, who shall not be required to see to the application of the purchase money and out of the proceeds of such sale or sales:

Firstly, to pay all proper costs, charges and expenses of such sale, including reasonable counsel fees, and all sums, together with interest thereon as herein provided, expended by the Beneficiary to fulfill any one

5

or more of the covenants and agreements of this Deed of Trust which were not fulfilled by the parties of the first part, as herein covenanted and agreed, and to retain as compensation a commission computed on the amount of such sale and equal to the sums allowed by equity courts in the jurisdiction where such sale or sales is made;

Secondly, to pay the principal remaining unpaid, with accrued interest to date of payment, it being agreed that upon default in any of the covenants or agreements of this Deed of Trust, the principal remaining unpaid with accrued interest shall become immediately due and payable, at the election of the Beneficiary; and

Lastly, to pay the remainder of said proceeds, if any, to the said parties of the first part, upon delivery and surrender to the purchaser or purchasers or the heirs, executors, administrators, successors or assigns thereof, of the possession of the land and property so sold and conveyed, less the expenses, if any, of obtaining possession. In the event that the said land and property shall be advertised for sale and not be sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided, computed on the amount of the indebtedness.

AND the said parties of the first part, for themselves, their heirs and assigns, covenant and agree as follows:

To pay the aforesaid note in accordance with its terms;

To warrant specially the aforesaid land and property and to execute such further assurances thereof as may be requisite.

To pay all taxes, assessments and other charges, both general and special, when due and payable, that may be levied on, assessed against or become due on the aforesaid land and property.

To pay all costs, commissions and expenses including counsel fees incurred in relation to the aforesaid note, this trust or the aforesaid land and property;

To pay all sums required to preserve the priority of the lien of this Deed of Trust;

To keep the aforesaid land and property in a good state of repair and in tenantable condition to the satisfaction of the beneficiary, and to obtain the written consent of the beneficiary before demolishing, removing or

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materially altering any building or improvements now or hereafter standing upon the aforesaid land and before permitting any such act;

To keep the buildings and improvements now or hereafter standing upon the land conveyed hereby and all apparatus, chattels, fixtures and equipment now or hereafter attached to or used in connection therewith, insured against loss or damage by fire and such other casualties as may from time to time be required by the Beneficiary; to procure such insurance in forms, in companies and in amounts (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the Beneficiary; that all insurance policies shall be held by, be for the benefit of, and first and solely payable in case of loss, to the Beneficiary and the proceeds of such policies are hereby assigned to the Beneficiary; to deliver to the Beneficiary, at least fifteen days before the expiration of any policy, a new and sufficient policy, that, at the option of the Beneficiary, the whole or any part of said proceeds may be applied to the payment of principal or interest secured hereby in such order and amounts as the Beneficiary may determine, whether then due or not, or be used to discharge in whole or in part any one or more of the covenants and agreements of this Deed of Trust, or be used to replace or restore the destroyed or damaged buildings and improvements to a condition satisfactory to the Beneficiary, or be released to the part iesof the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine.

That the Beneficiary may collect and receive all awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Beneficiary, that, at the option of the Beneficiary, the whole or any part of the proceeds of such awards may be applied to the payment of principal or interest secured hereby, whether then due or not, in such order and amounts as the Beneficiary may determine, or to be used to discharge in whole or in part any one or more of the covenants and agreements of this Deed of Trust, or be released to the part ies of the first part and

any one or more of the preceding alternative may be elected by the Beneficiary in such order as the Beneficiary may determine;

That upon default in the payment of taxes, assessments and charges, costs, commissions or expenses or sums necessary to preserve the priority of this Deed of Trust, as herein provided, or upon failure to keep the property insured as aforesaid, the Beneficiary shall have the option of paying the same and of affecting such insurance and all monies so expended by the Beneficiary shall be immediately payable with interest at the rate of six per cent per annum, from the date of payment by the Beneficiary and shall be secured hereby;

That the beneficiary at any time during the continuance of this Trust, at the sole discretion of the Beneficiary and without specifying any reason therefore, may appoint substitute Trustee to act in the execution of this Trust, with the powers and duties of the Trustees designated herein, and this privilege may be exercised upon more than one occasion. In the event of the disability or absence from the State of Maryland of one of the aforesaid Trustees or Substituted Trustees, the powers, duties and trusts hereby created and reposed in the Trustees may be executed by the other Trustee, with the same legal force and effect as though executed by both.

IT IS AGREED that the terms: 'parties of the first part, parties of the second part, Trustees and Beneficiary' shall be construed to include the singular, the plural, the masculine, feminine and neuter genders and the heirs, executors, administrators, successors and assigns thereof, where the context may require or permit.

NOTWITHSTANDING any provision herein, the total liability in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Maryland.

8

WITNESS the hands and seals of the parties of the first part.

WITNESS:

John S. Martin (SEAL)
JOHN S. MARTIN

Myra Lichter
MYRA LICHTER

Eunice M. Martin (SEAL)
EUNICE M. MARTIN, Trading As
THE MARTIN CONSTRUCTION COMPANY

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 30th day of April, in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared John S. Martin and Eunice M. Martin, His Wife, Trading As THE MARTIN CONSTRUCTION COMPANY, parties of the first part herein, and acknowledged the aforegoing DEED OF TRUST to be their respective act.

AS WITNESS my hand and Notarial Seal.

Myra Lichter
Notary Public
MYRA LICHTER

15.00

Rec'd for record MAY 5, 1958 at 9.03 A.M.
Mailed to Garvey & Dixon

The note, having been exibited marked "Paid in Full", we hereby release the within Deed of Trust and the debt secured thereby.

FRANCIS J. HAMILL TRUSTEE

HAROLD G. APPLEGARTH TRUSTEE

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Petitioners Exhibit No 2

Equity 13,402

LIBER 126 PAGE 121

#4489

$10,549.00

Baltimore, Maryland
April 30, 1958

FOR VALUE RECEIVED, JOHN S. MARTIN and EUNICE M. MARTIN, His Wife, Trading As THE MARTIN CONSTRUCTION COMPANY, jointly and severally promise to pay to the order of FRANCIS J. HAMILL and MARIE A. HAMILL, His Wife, located at 2513 North Charles Street, Baltimore 18, Maryland, or at such other places as the holder of said note may from time to time direct, the principal sum of TEN THOUSAND FIVE HUNDRED FORTY-NINE AND 00/100 ($10,549.00) with interest at the rate of six per cent per annum, as hereinafter provided, said principal and interest being payable as follows:

INTEREST only, to be paid on the first day of May, 1958, and on the first day of each month thereafter, to and including the first day of October, 1958 and the balance of principal and interest remaining unpaid shall become due and payable on the first day of October, 1958.

UPON any default in the making of said payments or in performance or observance of any of the covenants and agreements of any instruments, now or hereafter evidencing or securing this note, principal then remaining unpaid with accrued interest, shall bear interest at the rate of six per cent per annum while such default exists, the holder of this note may apply payments received on any amounts due hereunder or under the terms of any instrument now or hereafter evidencing or securing this note, as said holder may determine. UPON any such default, if the holder of this note so elects, notice of election being expressly waived, principal remaining unpaid with accrued interest, shall at once become due and payable. Failure to exercise in case of one or more subsequent defaults any rights or remedy given in this paragraph shall not preclude the holder of this note from exercising any right or remedy given in this paragraph in case of one or more subsequent defaults.

THE UNDERSIGNED agree to pay all costs of collection when incurred, including a reasonable attorney's fee. No extension of time for payment of this note, or any installment thereof, made by Agreement with any person now or hereafter liable for payment of this note, shall operate to release, discharge, change, modify or affect original liability under this note, either in whole or in part of any of the undersigned not a party to such agreements. Notwithstanding any provision herein or in any instrument now or hereafter securing this note, total liability for payment in nature of interest shall not exceed the limits now imposed by the usury laws of Maryland.

THIS NOTE is given for a loan of TEN THOUSAND FIVE HUNDRED FORTY-NINE AND 00/100 and is secured by a Deed of Trust of even date herewith, which is a lien on real estate in Anne Arundel County, State of Maryland, and shall be construed by the laws of said State.

THE parties of the first part shall have the privilege to prepay this obligation, in whole or in part, with interest thereon, at any time without the payment of any penalty therefor.

THE ENDORSERS THEREOF, if any, waive protest, demand, presentment and notice of dishonor.

WITNESS:

William H. Garney

John S. Martin (SEAL)
JOHN S. MARTIN

Eunice M. Martin (SEAL)
EUNICE M. MARTIN, TRADING AS THE MARTIN CONSTRUCTION COMPANY

THIS NOTE is secured by a Deed of Trust of even date herewith to Francis J. Hamill and Harold G. Applegarth, Trustees, on property located in Anne Arundel County, State of Maryland, known as Lot 2, Block E, Plat A Hollywood On the Severn, and Lot 3, Block E, Part of Hollywood On The Severn, and is Countersigned by The Trustees for the purpose of identification only.

F. J. Hamill

FRANCIS J. HAMILL TRUSTEE

HAROLD G. APPLEGARTH TRUSTEE

FILED

1959 SEP -8 PM 12:35

FOR VALUE RECEIVED, the within note is assigned, without recourse, unto FIRST FIDELITY SAVINGS & LOAN ASSOCIATION, INC. this 3rd day of April, 1959.

Witness as to both

Francis J. Hamill

Francis J. Hamill

Marie A. Hamill

Marie A. Hamill

Petitioner Exhibit No.

15,402 Equity

We, the undersigned, hereby resign as Trustees under the Deed of Trust dated April 30, 1958, between JOHN S. MARTIN and EUNICE M. MARTIN, his wife, trading as THE MARTIN CONSTRUCTION COMPANY and FRANCIS J. HAMILL and HAROLD G. APPLEGARTH, Trustees, recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1201, Folio 318.

Francis J. Hamill

Francis J. Hamill

Harold G. Applegarth

Harold G. Applegarth

Dated: June 16, 1959

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 16th day of June, 1959, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared FRANCIS J. HAMILL, and being by me duly sworn under oath stated that the foregoing resignation of trustee is his act and deed.

Margaret A. Green

Notary Public

My Commission Expires
May 1, 1961

FILED

1959 SEP -8 PM 12:36

Petitioners Exhibit No 4

LIBER 126 PAGE 123

No. 13,402 Equity

FRANCIS J. HAMILL and MARIE A. HAMILL, his wife, beneficiaries under Deed of Trust dated April 30, 1958, between JOHN S. MARTIN and EUNICE M. MARTIN, his wife, trading as THE MARTIN CONSTRUCTION COMPANY and FRANCIS J. HAMILL and HAROLD G. APPLEGARTH, Trustees, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1201, folio 318, do hereby exercise the power given to them in said Deed of Trust enabling the said beneficiaries, without specifying any reason therefor to appoint a substitute Trustee to act in the execution of said Trust.

FRANCIS J. HAMILL and MARIE A. HAMILL, his wife, beneficiaries under said Deed of Trust do hereby appoint

DAVID J. PRELLER substitute Trustee with the power and duties of the Trustees designated in said Deed of Trust.

Francis J. Hamill

Marie A. Hamill

Date: June 16, 1959

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 16th day of June, 1959 before me, the subscriber, a Notary Public in and For the State of Maryland, City of Baltimore aforesaid, personally appeared FRANCIS J. HAMILL and MARIE A. HAMILL, and being by me duly sworn under oath that the foregoing appointment of a substitute Trustee is their respective act and Deed.

Notary Public

My Commission Expires:

May 1961

FILED

1959 SEP -8 PM 12:36

IN THE MATTER OF	:	
THE DEED OF TRUST	:	
FROM JOHN S. MARTIN AND	:	IN THE
EUNICE MARTIN, HIS WIFE,	:	CIRCUIT COURT OF
trading as, THE MARTIN	:	ANNE ARUNDEL COUNTY
CONSTRUCTION COMPANY	:	
TO	:	IN EQUITY
FRANCIS J. HAMILL AND	:	No. 13,402 Equity
HAROLD G. APPLEGARTH,	:	
TRUSTEES	:	

STATEMENT OF MORTGAGE DEBT

Principal Indebtedness	$10, 549.00
Interest to April 30, 1959	632.94
	$11, 181.94
Interest paid on account	369.25
	$10, 812.69
Interest to September 4, 1959	184.21
	$10, 996.90

David J. Preller
DAVID J. PRELLER, TRUSTEE

STATE OF MARYLAND,

CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of September, in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DAVID J. PRELLER, TRUSTEE, and made oath that the foregoing is a true statement of the amount of the mortgage cliam under the mortgage filed in the said cause now remainging due and unpaid.

Patricia Lee Willinger
PATRICIA LEE WILLINGER, NOTARY PUBLIC

PATRICIA LEE WILLINGER NOTARY PUBLIC BALTIMORE MD.

FILED

1959 SEP -8 PM 12:36

13

Trustee's Bond

LIBER 126 PAGE 125 Equity No. 13,402

KNOW ALL MEN BY THESE PRESENTS:

LIBER 10 PAGE 95

THAT WE David J. Preller, Sub.Trustee,Equitable Building, Baltimore, Maryland

as principal,

and The Connecticut Fire Insurance 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 Fifteen thousand 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, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 2nd. day of October in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the above bounden David J. Preller by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell real estate

mentioned in the proceedings in the case of In the Matter of the Deed of Trust From John S. Martin and Eunice M. Martin, His Wife, T/A Martin Construction Company to Francis J. Hamill & Harold G. Applegarth, Trustees

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN David J. Preller 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

Annette R. Burk

David J. Preller (SEAL)

(SEAL)

(SEAL)

THE CONNECTICUT FIRE INSURANCE CO.

By William P. Griffin (SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Connecticut Fire Insurance Company a corporation of the State of Connecticut does hereby constitute and appoint William P. Griffin its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Connecticut Fire Insurance Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 2nd. day of October, 1959.

The Connecticut Fire Insurance Company

By: Philip W. Scheide
Vice President

The Connecticut Fire Insurance Company

ATTEST: Kenneth MacDonald
Assistant Secretary

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

October 2, 1959

The Connecticut Fire Insurance Company

V. E. Lonander
Assistant Secretary

Bond filed and approved this 6th day of October 1959
George T. Cromwell, Clerk

Filed 1959 October 6 10:00 AM.

IN THE MATTER OF THE DEED OF TRUST FROM JOHN S. MARTIN AND EUNICE M. MARTIN, HIS WIFE, T/A MARTIN CONSTRUCTION COMPANY TO FRANCIS J. HAMILL AND HAROLD G. APPLEGARTH	I I I I I	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 13402

REPORT OF SALE

TO THE HONORABLE

JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

The Report of Sale of David J. Preller, Substituted 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 Capital Gazette Press, Inc., a weekly newspaper published in Anne Arundel County, for more than three successive weeks, prededing the day of sale, said Substituted Trustee did pursuant to said notice on Wednesday, the 7th day of October, 1959, at 11 o'clock A. M. attend on the premises and then and there sold said fee simple property unto Alan H. Bullock and Betty Jo Bullock, his wife, at and for the sum of $15,100.00, said sale being made to the highest bidder therefor.

David J. Preller
Substituted-Trustee

FILED
1959 OCT -8 AM 10:27

15

Edward A. Greenstein
Solicitor
540 Equitable Bldg.
Baltimore, Maryland

Trustee's Sale

OF FEE SIMPLE PROPERTY PRACTICALLY COMPLETED

A lot of ground being known and designated as Lot No. 2, Block E as shown on Plat entitled "Plat A Hollywood on the Severn" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 48.

A lot of ground being known and designated as Lot No. 3, Block E as shown on Plat entitled "Part of Hollywood on the Severn" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 16.

Under and by virtue of the power and authority contained in a certain deed of Trust from John S. Martin and Eunice Martin, his wife, trading as Martin Construction Company to Francis J. Hammill and Harold G. Applegarth, Trustees dated April 30, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1201, folio 318, default having occurred under the terms thereof, the undersigned having been substituted as Trustee in the place and stead of Francis J. Hammill and Harold G. Applegarth, by resignation of Francis J. Hammill and Harold G. Applegarth, said resignation being filed as an Exhibit in these proceedings, and the appointment of David J. Preller as substituted Trustee in exercise of the powers in said Deed of Trust being also filed as an Exhibit in Said Case will offer for sale at public auction at the Court House Door, Annapolis, Maryland on

Wed., October 7, 1959 at 11:00 A. M.

Daylight Saving Time all those 2 lots of ground and improvements thereon situated in Anne Arundel County and described as follows:

(1) Lot No. 2, Block E as shown on Plat entitled "Plat A Hollywood on the Severn" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 48.

(2) Lot 3, Block E as shown on Plat entitled "Part of Hollywood on the Severn" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 16.

Said property being sold subject to restrictions of record.

TERMS OF SALE: All cash upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. A deposit of $500 will be required of the purchaser at the time of sale, balance of purchase money to bear interest from date of sale. All expenses including taxes, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for State and Federal Revenue Stamps to be borne entirely by purchaser.

DAVID J. PRELLER
Trustee

MICHAEL J. FOX
Auctioneer

LIBER 126 PAGE 127

STATE OF MARYLAND

BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared David J. Preller, Substituted 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.

Notary Public

ORDER NISI

LIBER 126 PAGE 128

IN THE MATTER OF THE DEED OF TRUST FROM JOHN S. MARTIN AND EUNICE M. MARTIN, HIS WIFE, T/A MARTIN CONSTRUCTION COMPANY TO FRANCIS J. HAMILL AND HAROLD G. APPLEGARTH

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,402 Equity

Ordered, this 8th day of October, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by David J. Preller, Substituted Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

The report states that the amount of sale was $ 15,100.00

FILED 1959 OCT 8 AM 10:27

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE DEED OF TRUST FROM JOHN S. MARTIN AND EUNICE M. MARTIN, HIS WIFE, T/A MARTIN CONSTRUCTION COMPANY TO FRANCIS J. HAMILL AND HAROLD G. APPLEGARTH

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of November, 1959 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1959 NOV 17 PM 1:43

17

RIDER

LIBER 126 PAGE 129

No. 13,402 Guidy

LIBER 10 PAGE 112

To be attached to and form part of Bond Number 37911

Issued by The Connecticut Fire Insurance Company

On Behalf of David J. Preller

In favor of State of Maryland

Effective as of October 2, 1959

In consideration of the premium charged for the attached bond, it is agreed that:

1. The Underwriter hereby gives its consent to increase the amount of this bond

From: Fifteen Thousand & 00/100 ($15,000.) Dollars

To: Fifteen Thousand One Hundred & 00/100 ($15,100.) Dollars

PROVIDED, however, that the attached bond as changed by this rider shall be subject to all its agreements, limitations and conditions and that the liability of the Underwriter under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

2. This rider shall become effective as of October 2, 1959

Signed, sealed and dated: October 19, 1959

Rider increasing Bond approved this 27th day of October 1959.
George T. Cromwell, Clerk

THE CONNECTICUT FIRE INSURANCE CO.

By: Neil Kelsey
Neil Kelsey, Attorney-in-Fact

2-663-1 (1-58) Replaces S-294

18

LIBER 126 PAGE 130

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. 13,402 Equity

In the Matter of the Deed of Trust from
JOHN S. MARTIN and EUNICE M. MARTIN, his wife, T/A MARTIN CONSTRUCTION COMPANY to FRANCIS J. HAMILL and HAROLD G. APPLEGARTH

Ordered, this 8th day of October, 1959, That the sale of the Property in these proceedings mentioned, made and reported by David J. Preller, Substituted Trustee, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 16th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

The report states that the amount of sale was $15,100.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1959

We hereby certify, that the annexed

Order Nisi - Sale
Eq. 13,402

John S. Martin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of November, 1959. The first insertion being made the 15th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 11768 1959 NOV -6 PM 1:09 By H. Tilghman

16

In the Case of

In the Matter of the Deed of Trust
from
John S. Martin and Eunice Martin, his wife,
T/A
The Martin Construction Company
to ~~vs~~
Francis J. Hamill
and
Harold G. Applegarth, Trustees

In the

Circuit Court

For

Anne Arundel County

No. 13,402 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

August 26, 1960

FILED
1960 SEP -2 PM 12:29

Dr. In the Matter of the Deed of Trust from John S. Martin and Eunice Martin, his wife, etc. to Francis J. Hamill and Harold G. Applegarth, Trustees in ac.

To Trustee for Commissions, viz:	486	14	486	14
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	60	50		
Jos. W. Alton, Jr., - Sheriff's costs	1	25		
Gilbert G. Miller - Sheriff's costs	1	25		
Jos. C. Deegan - Sheriff's costs	3	00		
Shirley Miller - Stenographer's fee	22	50		
Auditor - stating this account	27	00	135	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	75	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Connecticut Fire Insurance Co.-bond premiums	60	00		
Michael Fox - auctioneer's commissions	755	00		
Edward A. Greenstein - fee for legal services rendered (Order 1/28/60)	200	00		
Patricia L. Willinger - notary fees	1	00	1,118	24
To Trustee for Taxes, viz: 1959 State and County taxes - adjusted to 10/7/59	131	20	131	20
To Olan H. Bullock and Betty J. Bullock- in full payment of equitable lien decreed by order of 7/5/60	500	00	500	00
To First Fidelity Savings & Loan Ass'n, Inc., Assignee of the Deed of Trust note filed in these proceedings - in full for mortgage claim, viz:				
Amount of claim filed $10,996.90				
Interest on principal balance of $10,549.00 from 9/4/59 to 10/1/60 - 1 yr. 27 days @ 6% 680.41	11,677	31	11,677	31
To Charles L. Pumphrey & Co., Inc., second mortgagee - this balance on account second mortgage claim	1,156	41	1,156	41
			15,204	80
Amount of second mortgage claim filed	2,729	82		
Interest at 6% on principal balance of $2,500.00 from 11/1/59 to 10/1/60	137	50		
	2,867	32		
Cr. Amount allowed above	1,156	41		
Balance subject to decree in personam	1,710	91		

with

David J. Preller, Substituted Trustee

Cr.

1959						
Oct.	7	Proceeds of Sale	15,100	00		
		Interest on deferred payment of $13,100.00 from 10/7/59 to 11/24/59	104	80	15,204	80
					15,204	80

ORDER NISI

In the Matter of the Deed of Trust from John S. Martin and Eunice Martin, his wife, T/A The Martin Construction Company

~~VERSUS~~ TO

Francis J. Hamill

and

Harold G. Applegarth, Trustees

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,402 Equity.

ORDERED, This 2nd day of ~~August~~ September, 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 10th day of ~~September~~ October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of ~~September~~ October next.

George T. Cromwell, Clerk

FILED 1960 SEP -2 PM 12:29

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of October, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D. Brooke Duckett

FILED 1960 OCT 11 PM 2:58

LIBER 126 PAGE 135

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. 13,403 Equity
IN THE MATTER OF THE DEED OF TRUST FROM JOHN S. MARTIN AND EUNICE MARTIN, HIS WIFE, T-A THE MARTIN CONSTRUCTION COMPANY
To
FRANCIS J. HAMILL, and HAROLD G. APPLEGARTH, Trustees

Ordered, this 2nd day of September, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of 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 10th day of October next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 1, 1960

We hereby certify, that the annexed Order Nisi Eq 13,402 Auditor Account John S. Martin Francis J. Hamill

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 10th day of October, 1960. The first insertion being made the 7th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 17054 1960 OCT -3 PM 1:37 By H. Tilghman

24

JOSEPH D. STACK, JR., Guardian of JOSEPH D. STACK, III, minor Severna Park, Maryland	*	NO. 13.982 EQUITY
	*	IN THE
VS.	*	CIRCUIT COURT
JOSEPH D. STACK, III, minor Severna Park, Maryland	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	
	*	

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

BILL OF COMPLAINT TO SELL REAL PROPERTY OF A MINOR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Joseph D. Stack, Jr., Guardian of Joseph D. Stack, III, minor, by W. Harvey Beardmore, his Solicitor, respectfully represents as follows:

1. That Joseph D. Stack, III, minor, is the sole owner of the property known as 710 Park Avenue, Baltimore, Maryland.

2. That the said Joseph D. Stack, III, is now seventeen (17) years of age and has a residence with Joseph D. Stack, Jr., at Severna Park, Maryland.

3. That the aforesaid property is improved, but is burdensome to maintain in that it needs complete renovation; that moreover, it is rental property which is partially occupied; that moreoever, the expenses of maintaining the same have caused the ownership to be a non-attractive matter.

4. That Joseph D. Stack, Jr., has received an offer to purchase the same at and for the sum of Twenty-five Thousand ($25,000.00) Dollars.

5. That your Complainant believes and therefore avers that the said sale would be for the benefit and advantage of the infant, since the proceeds of the sale can be used to further the infant's education, and

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1960 SEP 16 PM 3:22

further, that the costly expense of maintaining said property will therefore be removed.

WHEREFORE, your Complainant prays this Court as follows:

A. That a Decree may be passed by this Honorable Court directing that the said property hereinbefore described may be sold.

B. That this Honorable Court will appoint a Trustee to execute a Deed to the purchaser of said property.

C. And for such other and further relief as the nature of his cause may require.

AND AS IN DUTY BOUND, ETC.

W. Harvey Beardmore

W. Harvey Beardmore
18 West Street
Annapolis, Maryland
Colonial 7-8186
Solicitor for Joseph D. Stack, Jr.,
Guardian of Joseph D. Stack, III

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

JOSEPH D. STACK, JR., Guardian of JOSEPH D. STACK, III, minor Severna Park, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
		ANNE ARUNDEL COUNTY
JOSEPH D. STACK, III, minor Severna Park, Maryland	*	NO. 13,982 EQUITY
	*	

* * * * * * * * * *

PETITION FOR APPOINTMENT OF

GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Joseph D. Stack, Jr., Complainant herein, by W. Harvey Beardmore, his solicitor, respectfully represents as follows:

1. That service of process has been accomplished upon Joseph D. Stack, III, minor, and upon the father, Joseph D. Stack, Jr., his guardian.

2. That said minor is by law unable to answer the Bill of Complaint to sell real property of a minor filed herein, nor is he by law able to defend himself.

WHEREFORE, your Petitioner prays:

1. That this Honorable Court may by an appropriate Order appoint a Guardian Ad Litem to answer and defend for Joseph D. Stack, III, minor, and

2. For such other and further relief as such minor may require.

AND AS IN DUTY BOUND, ETC.

W. Harvey Beardmore

W. Harvey Beardmore
Solicitor for Petitioner

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1960 SEP 19 PM 3:28

ORDER OF COURT

The foregoing Petition, having been read and considered, it is this 19th day of September, 1960, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that Gilbert T. Scott ~~Ernest F. Giordano~~, be, and he is hereby, appointed GUARDIAN AD LITEM, to answer and defend the herein Respondent, Joseph D. Stack, III, minor in this cause.

Matthew J. Evans
Judge

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1960 SEP 20 PM 1:58

JOSEPH D. STACK, JR., Guardian of JOSEPH D. STACK, III, minor	*	IN THE
	*	CIRCUIT COURT
vs.		FOR
	*	ANNE ARUNDEL COUNTY
JOSEPH D. STACK, III, minor		
	*	NO. 13,982 EQUITY

* * * * * * * * *

ANSWER

* * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Joseph D. Stack, III, minor, by Winson G. Gott, Jr., Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint to sell real property of a minor, against him in this Court exhibited:

This Respondent, being a minor, cannot admit any of the matters and things in said Bill of Complaint, and submits his rights thereunder to the protection of this Court.

AS IN DUTY BOUND, ETC.

Winson G. Gott, Jr.
Guardian Ad Litem

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed to W. Harvey Beardmore, 18 West Street, Annapolis, Maryland, Solicitor for Petitioner, this 20th day of September, 1960.

Winson G. Gott, Jr.
Guardian Ad Litem

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1960 SEP 20 PM 1:58

JOSEPH D. STACK, JR., GUARDIAN OF JOSEPH D. STACK, III, minor	*	IN
vs.	*	THE CIRCUIT COURT
JOSEPH D. STACK, III, minor	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 13,982 EQUITY

****

TESTIMONY ON BEHALF OF PETITIONER

September 16, 1960

September 20, 1960

Present:

Mr. W. Harvey Beardmore, Solicitor for Petitioner

Mr. Winson G. Gott, Jr., Guardian ad litem

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

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Joseph D. Stack, Jr., pages 2-5.

Charles A. Skirven, pages 6 -8.

Guilford R. Flatt, pages 9 - 11.

FILED

1960 OCT -3 AM 9:19

Joseph D. Stack, Jr., a witness of lawful age being first duly sworn, deposes and says:

(Mr. Beardmore)

1 Will you state your full name, sir?

A Joseph D. Stack, Jr.

2 And your present address?

A 8 Boon Trail, Severna Park, Maryland.

3 And what is your connection with Joseph D. Stack, III?

A I'm his father.

4 And what is his age?

A He's 17.

5 And were you also appointed as his guardian?

A I am.

6 And where were you appointed as his guardian?

A In Anne Arundel County.

7 Is that in the Orphan's Court here in Anne Arundel County?

A That's correct.

8 When was this?

A September 6, 1960.

9 And have you fully qualified under that appointment?

A I have.

10 And where is Joseph D. Stack, III living at the present time?

A At 8 Boon Trail, Severna Park.

11 Does Joseph D. Stack, III, your son, have any property in Baltimore, Maryland, known as 710 Park Avenue?

A He does.

12 And do you know how he came into the ownership of that property?

A He was joint tenants with his mother.

13 And is his mother living at the present time?

A His mother is deceased.

14 And when did she die?

A May 27th.

15 Of this year, sir?

A Yes.

16 Would you describe for us the property known as 710 Park Avenue, Baltimore, Maryland?

A It's a 3 story building containing 4 units.

17 Is that four apartment units?

A Well, there are three apartments in it, one which is not renovated at all, it's still in the raw state, and an office and two other apartments, both apartments are occupied.

18 The apartments are occupied? The one in the process of renovation is not occupied, and the office is not occupied?

A That's correct.

19 And is there any monetary return on this particular property?

A There is monetary return, yes.

20 What is that, sir?

A It is Two Hundred and Fifty Dollars ($250.00) a month.

21 And that is the rental from those two apartments?

A The rental from the two apartments.

22 And is the property in good shape?

A I'd say part of it is, other than the part which has to be completely renovated and put into shape.

23 In other words, part of it needs renovation?

A Part of it needs compete renovation.

24 And is the income on this property greater than the expenses of maintaining the property?

A It has not been.

25 In other words, the property is operating at a loss at the present time?

A That is correct.

26 Will you state whether or not it would be to the benefit and advantage of Joseph D. Stack, III, to sell this property?

A I think it would be an advantage to sell it.

27 And why do you so state, sir?

A Because of the poor income return, and the additional money which would be required.

28 What would you do with the proceeds if the property were to be sold at the present time?

A I'd put them in an account for his education purposes.

29 Do you have a contract for the sale of this property at the present time?

A I do.

30 With whom is that contract?

A Dr. and Mrs. Scheye.

31 And what is the selling price on that contract?

A Twenty Five Thousand Dollars ($25,000.00).

32 And when is settlement set for that particular contract?

A Prior to October 1, 1960.

33 The taxes are current on this property?

A Yes, there is a mortgage on the property.

34 Is Joseph D. Stack, III, going to school now at the present time?

A Yes.

35 Where is he attending school?

A At Severn School.

36 And that is located in Severna Park?

A Severna Park, Maryland.

4

9

Cross-Examination by Mr. Gott:

1 You mentioned a doctor's office, is that vacant?

A Yes.

QUESTION BY THE EXAMINER:

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

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

Answer ....No.....

Signature ....Joseph D. Stack Jr.....

September 20, 1960

Charles A Skirven, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Beardmore)

1 Will you state your full name, please?

A Charles A. Skirven.

2 And your address, sir?

A 1510 Idlewild Avenue, Baltimore 28.

3 And are you a licensed real estate broker for Baltimore City?

A Yes, I am.

4 And have you had occasion to examine the property known as 710 Park Avenue, Baltimore City?

A Yes, I have.

5 And would you describe that property, sir?

A This is a 3 story brick home, the first floor consisting of a front office, could be used as a doctor's office for example; in the rear of this home is an apartment, there are 3 rooms in this apartment on the first floor; then there is a stairway from that apartment to the second floor, with two bedrooms and bath; then there is a front apartment in this home that needs about Four Thousand Dollars of work on it before it can be lived in and rented; there is a third floor apartment in exceptionally nice shape with five rooms and bath, in absolutely beautiful condition; there is a full basement, oil hotwater heat, excellent heating plant; there is a large rear yard with a two car brick garage.

6 Now, would you describe the neighborhood in which this is located, sir?

A Well, this neighborhood is almost totally at this

point a rental neighborhood. And the surrounding houses seem to be depreciating, several of the homes on this particular street are rooming houses and in much, I would say, much lower level than this particular home.

7 Have you had occasion, sir, to familiarize yourself with the land values, and the values of improvements in that area?

A Yes.

8 And have you had occasion to place any valuation on the property known as 710 Park Avenue?

A Yes, I have.

9 And what, in your opinion, is the value of that property?

A Well, my opinion, the market value of this property, which is based, primarily, on the income approach value, which I feel is most important in this case, is Twenty Four Thousand Five Hundred Dollars.

10 And have you examined the contract dated August 19th, 1960, between Joseph Stack and others?

A Yes, I have.

11 And, in your opinion, then the selling price of Twenty Five Thousand is a very fair and equitable selling price?

A Yes, I think it is.

12 Do you think then that it would be to the benefit and advantage of the minor to sell this property?

A Yes, I think it would be.

13 What are your reasons, sir, in bringing forth that conclusion?

A In my opinion, this property is an over improvement right now in the neighborhood because of the type of homes that are on that street, and the condition

that they're in. And the type of rentals that you find in the area are not of the highest type, and by that I mean, the type of people that are coming in there. So that the longer this house is on the market, or the longer he holds this house, I think the greater would be the over improvement, and therefore the greater the final depreciation in the property itself.

14 Would you state your qualifications?

A My qualifications, real estate broker for 15 years in the City of Baltimore, and I studied appraising in the University of Conneticut and at the University of Georgia, and I teach at Johns Hopkins University.

QUESTION BY THE EXAMINER:

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

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

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

Signature Charles A. Stevens.....

15

Guilford R. Flatt, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Beardmore)

1 Mr. Flatt, will you state your full name and address, please?

A Guilford R. Flatt, I live at 10 Boone Trail, Severna Park.

2 That is here in Maryland?

A Yes.

3 And you are a licensed real estate broker of Baltimore City?

A Yes sir.

4 Now, briefly, sir, would you state your qualifications as a real estate broker?

A I've been a real estate broker, acting in Baltimore City, since 1940; also a builder since 1937, having built houses of this type and other types for rental property apartments.

5 You're familiar then with the cost of material and labor then?

A Very much so, yes sir.

6 Have you had occasion to examine the property known as 710 Park Avenue, Baltimore?

A I examined it very thoroughly, yes sir.

7 Would you describe it, briefly, sir?

A It's a 3 story house, brick construction, consisting of a basement, which has a cobblestone floor, the back is cemented and has a heating plant; there's a large rear yard with a double car garage; the first floor consist of 2 small rooms in the front, to be used as offices; the rear of the first floor consist of 3 rooms, living room, dining room and kitchen; a

stairway to the second floor rear, making two bedrooms and bath upstairs, making a 5 room apartment; the front part of the building on the second floor is not finished, it isn't even plastered, the walls, there's no floor, the walls are in bad shape, the studs are in place to convert into another apartment. The third floor of the building is one large apartment, very nicely done, recently done, it is entirely too nice an apartment for that rental; it has a flat roof built up, I didn't examine the roof, but I understand it was redone two years ago with a 10 year guarantee.

8 Now, have you had occasion to place any valuation upon this property?

A Yes, I value this property between Twenty Four and Twenty Five Thousand Dollars on the open market today, as is.

9 That, of course, does not include the cost of renovating that one apartment?

A No sir.

10 And you have examined the contract of sale, dated August 19th, 1960, between Joseph D. Stack and Dr. Scheye and others?

A Yes, I have examined that contract.

11 And, in your opinion, is the selling price of Twenty Five Thousand Dollars a fair and reasonablee Selling price for this property?

A I think it is a very fair selling price.

12 And, in your opinion, is it to the benefit and advantage of the minor, Joseph D. Stack, III, to sell this property?

A I think it's definitely to his advantage to sell the property, the longer it stays there the more it's

going to deteriorate with the neighborhood, the expense to convert the second floor into an apartment that would be rentable would be extremely expensive, the neighborhood is all made up of rentals and a lot of rooming houses, property deteriorating fast, I think this property would be a burden on the child to continue to try to rent it through another management broker, which he is now doing.

13 You have heard the testimony of Mr. Skirven in reference to the cost of improving the apartment in the amount of Four Thousand Dollars, do you concur in that?

A Yes, very readily so.

(Contract of Sale [illegible] Marked Exhibit [illegible])

QUESTION BY THE EXAMINER:

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

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

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

Signature ..... Guilford R. Hatt .....

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

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

Witness my hand and seal this 1st day of October, 1960

John S. Rowe (SEAL)
Examiner

I.H. $ 10.00 Pd. lit
J.R. $ 10.00

70

CONTRACT OF SALE

LIBER 126 PAGE 153

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, made this 19th day of August 1960, by and between Joseph D. Stack III of Severn Park, Md.

of the first part, hereinafter called SELLER, and Dr. H.W. Scheye, Elsie S. Scheye, Anton R. Froehlich and Sophia E. Froehlich of 3921 E Broadway [illegible]

of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargains and sells unto the said Buyers, and the Buyers do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying ~~in Anne Arundel County, State of Maryland~~: [illegible] As 110 Park Ave. in Fee Simple. [illegible] Fixtures [illegible]

At and for the price of Twenty Five Thousand ($25000.00) Dollars

of which Five Hundred ($500.00) Dollars

have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows: Balance in cash at time of settlement which shall be on or before Oct. 1st 1960. This sale is contingent upon the purchasers obtaining a mortgage in the amount of Twenty Thousand ($20000.00) Dollars

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited.

~~The Seller agrees to pay to HENRY M. BACHMAN, Realtor, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., said commission being due and payable upon the signing of this contract, and it is agreed that the entire deposit herein above referred to shall be held by the Broker until settlement is made.~~

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

[illegible] Realtor

WITNESS the hands and seals of the parties hereto,

..... (SEAL)

..... (SEAL)

..... (SEAL)

Examiner's Exhibit No 1 ..... (SEAL)

Stack v. Stack Equity No. 13982

John C. Rowe Examiner

FILED 1960 OCT -3 AM 9:19

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JOSEPH D. STACK, JR., Guardian of JOSEPH D. STACK, III, minor	*	NO. 13,982 EQUITY
	*	IN THE
Complainant	*	CIRCUIT COURT
VS.	*	FOR
JOSEPH D. STACK, III, minor	*	ANNE ARUNDEL COUNTY
Respondent	*	
	*	
	*	

* * * * * * * * * * *

SUBMISSION FOR DECREE

The Complainant, Joseph D. Stack, Jr., by W. Harvey Beardmore, his Solicitor, and Joseph D. Stack, III, minor, by Winson G. Gott, Jr., his duly appointed Guardian Ad Litem, hereby submit the above proceeding for a Decree and hereby waive Rule No. 41.

Winson G. Gott, Jr.
Guardian Ad Litem

W. Harvey Beardmore
Solicitor for Complainant

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1960 OCT -3 AM 10:41

22

JOSEPH D. STACK, JR., Guardian of JOSEPH D. STACK, III, minor	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JOSEPH D. STACK III, minor	:	No. 13,982 Equity

- - - - - - - - - -

D E C R E E

- - - - - - - - - -

This cause standing ready for hearing and being submitted by the parties hereto, the proceedings were read and considered by the Court;

WHEREUPON, it is adjudged, ordered and decreed this 4th day of October, 1960, by the Circuit Court for Anne Arundel County, in Equity, as follows:

1. That it is to the benefit and advantage of the minor defendant, Joseph D. Stack III, to sell the property known as 710 Park Avenue, Baltimore, Maryland, in accordance with the terms and provisions of the Contract of Sale filed as an exhibit in these proceedings, which Contract of Sale is hereby ratified and approved.

2. That the father of the minor defendant, Joseph D. Stack, Jr., be, and he is hereby, appointed Trustee to execute a deed conveying said minor's interest in the aforesaid realty to the purchasers all pursuant to the terms and provisions of the aforementioned Contract of Sale, and to sign on behalf of said minor.

3. That before said Trustee shall act under this Decree, he shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety to be approved by this Court, or the Clerk thereof, in the penalty of $1000.00, conditioned for the faith-

1960 OCT -4 PM 2:02

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

ful performance of the trust reposed in him by this Decree, or by any further decree or order in the premises.

4. Upon the filing in this Court of a certificate from the Register of Wills of Anne Arundel County that the guardian of the said Joseph D. Stack III has filed in the Orphans Court of Anne Arundel County a bond to the State of Maryland executed by himself and a corporate surety in the penalty of twenty five thousand Dollars ($25,000.50), conditioned on the faithful performance of his duties to perfect said minor in the premises, the said Trustee shall pay to the guardian of the said minor all moneys arising from such sale to which said minor shall be entitled and the said guardian shall render an accounting of said moneys in the Guardianship Proceedings No. 624, Orphans Court for Anne Arundel County, State of Maryland, upon receipt of said moneys.

Matthew S. Evans
Judge

24

G 28086

LIBER 126 PAGE 157

LIBER 10 PAGE 383

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity No. 13,982

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Joseph D. Stack, 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, or its certain attorneys, in the full and just sum of One Thousand ($1,000.00) Dollars, to the payment whereof well and truly to be made and done we and each of us bind ourselves jointly and severally, firmly by these presents, and our respective heirs, executors, administrators and assigns.

WHEREAS by an Order of the Circuit Court for Anne Arundel County, in Equity, dated October 4, 1960, in a cause therein pending entitled Joseph D. Stack, Jr., Guardian of Joseph D. Stack, III, minor, vs. Joseph D. Stack, III, minor No. 13,982 Equity, the above bounden Joseph D. Stack Jr., Guardian of said minor, was ~~were~~ appointed Trustee to sell real ~~and~~ estate of the said ~~incompetent~~ minor upon ~~their~~ his filing a bond in the penal sum of One Thousand Dollars, conditioned upon the faithful performance of the trust imposed upon them and the approval of the Court of said bond.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Joseph D. Stack, Jr., shall faithfully perform the trust imposed upon ~~them~~ him by said Order, and shall obey such further orders as the Court may make in relation of said trust, then this obligation shall be void; otherwise to remain in full force and virtue in law.

SIGNED, sealed and dated this 4th day of October, 1960.

WITNESS:

John G. Rouse, Jr.

Joseph D. Stack Jr. (SEAL)
Joseph D. Stack, Jr.

Bond approved this 4th day of October, 1960
Geo. T. Cromwell, Clerk

(SEAL)

John G. Rouse, Jr.

GLOBE INDEMNITY COMPANY, a body corporate

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

Filed
OCT 4 1960 9:10 AM.

LIBER 126 PAGE 158

JOSEPH D. STACK, JR., Guardian of JOSEPH D. STACK, III, minor	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOSEPH D. STACK III, minor	:	No. 13,982 Equity

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

PETITION

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Joseph D. Stack, Jr., guardian of Joseph D. Stack III, minor, by Rouse and Morton, his attorneys, respectfully represents:

1. That pursuant to Paragraph 4 of the Decree of this Court dated October 4, 1960, your Petitioner was directed to file a bond in the Orphans Court for Anne Arundel County in the penalty of $25,000.00 as therein provided.

2. That the net proceedspaid to your Petitioner as Trustee from the sale of the real estate referred to in said Decree was $7,839.04 as will appear from a copy of the settlement sheet which is attached hereto, marked Petitioner's Exhibit No. 1, and made a part hereof.

3. That your Petitioner as guardian of Joseph D. Stack III, has deposited the sum of $7,839.04 (being the net proceeds of sale as shown on said Exhibit No. 1) in an account at Irvington Federal Savings and Loan Association, 4106 Frederick Avenue, Baltimore 29, Maryland, said account being in the name of your Petitioner as guardian for said minor and bearing the restriction "subject to the order of Orphans Court of Anne Arundel County, Maryland."

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED

1960 OCT -7 PM 3:23

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4. That in view of the fact that said account is in the name of your Petitioner as guardian for said minor, and that no amounts may be withdrawn therefrom except upon order of the Orphans Court of Anne Arundel County, Maryland, your Petitioner believes that he should be excused from the requirement of filing any bond in view of the manner in which the funds of said minor have been deposited.

WHEREFORE, your Petitioner prays an Order of this Honorable Court amending Paragraph 4 of the Decree of this Honorable Court, dated October 4, 1960, to read as follows:

"4. In the event the monies arising from the sale of said property are deposited in an account in the name of Joseph D. Stack, Jr., guardian for Joseph D. Stack III, and said account is marked 'subject to the order of Orphans Court of Anne Arundel County, Maryland' it shall not be necessary for the guardian of the said Joseph D. Stack III to file any bond in the Orphans Court of Anne Arundel County, but said guardian shall render an accounting of said monies in the Guardianship Proceedings No. 624, Orphans Court for Anne Arundel County, State of Maryland, upon receipt of said monies."

AND, AS IN DUTY BOUND, ETC.

ROUSE AND MORTON

By John G. Rouse, Jr.

John G. Rouse, Jr.
18 West Street
Annapolis, Maryland
Col. 7-8186
Attorneys for Petitioner

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

LONGWOOD 6-5060

LIBER 126 PAGE 160

BACKMAN & BLACK
ATTORNEYS AT LAW
4114 FREDERICK AVENUE
IRVINGTON
BALTIMORE 29, MARYLAND

October 5th, 1960.

ADJUSTMENT AS OF OCTOBER 1st, 1960.

SELLER: Joseph D. Stack, Jr., Trustee.

PURCHASERS: Dr. Henry W. Scheye, et al.,

PROPERTY: No. 710 Park Avenue, Baltimore, Md., in fee simple.

Purchase price		$25,000.00
1960 Taxes paid ($515.78)		
Refund 10/1/60 to 12/31/60		128.[illegible]
		$25,128.[illegible]
Paid on account	$500.00	
1/2 Revenue Stamps	27.50	
Metered water allowance to 9/30/60	11.19	
Refund 1 mos. apt. rent, 3rd floor	100.00	638.6[illegible]
GROSS AMOUNT DUE SELLER		$24,490.25
LESS: Balance due Irvington Fed. S. & L. Assn.,	$16,497.31	
Costs - Circuit Court A.A. Co.,	70.[illegible]0	
Premium on Bond	10.00	
Charles A. Skirvin, fee	50.00	
Certified copies for A.A. Co., & recording in Circuit Court #2 of Balto., City	23.50	16,651.21
NET AMOUNT DUE SELLER		$ 7,83[illegible].04
Balance of commissions due Guilford F. Flatt		500.00
		$ 7,33[illegible].0[illegible]

EXHIBIT NO. 1

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ORDER OF COURT

Upon the foregoing Petition and Exhibit, it is this 8th day of October, 1960,

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, that Paragraph 4 of the Decree of Court dated October 4, 1960 be, and the same is hereby, amended to read as follows:

"4. In the event the monies arising from the sale of said property are deposited in an account in the name of Joseph D. Stack, Jr., guardian for Joseph D. Stack III, and said account is marked 'subject to the order of Orphans Court of Anne Arundel County, Maryland' it shall not be necessary for the guardian of the said Joseph D. Stack III to file any bond in the Orphans Court of Anne Arundel County, but said guardian shall render an accounting of said monies in the Guardianship Proceedings No. 624, Orphans Court for Anne Arundel County, State of Maryland, upon receipt of said monies."

In all other respects, said Decree of October 4, 1960 is hereby ratified and confirmed.

Matthew S. Evans
Judge

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1960 OCT 10 AM 9:55

EDNA G. BROOKS 2703 Liberty Heights Avenue Baltimore 15, Maryland Plaintiff VS. BETTY BROOKS BASIL 24 Munroe Court Annapolis, Maryland HILDA A. CURRIER 8170 Allentown Rd., S. E. Washington, D. C. (Prince Georges County) MARCIA A. ELLIOTT Royal Beach Pasadena, Maryland HERBERT S. WARD Bay Ridge Annapolis, Maryland JOSEPH GREENFIELD % Peerless Clothing Company 141 Main Street Annapolis, Maryland MARVIN RICHMOND 5 Munroe Court Annapolis, Maryland HENRY P. KLINKEN R. #1, Box 213F Edgewater, Maryland WILLIAM W. TOWNSHEND, JR. Davidsonville, Maryland Defendants	*	NO. 13,500 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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

BILL FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Edna G. Brooks, by her attorney, William E. Kirk, respectfully states:

1. That on the 20th day of April, 1945, Charles W. Brooks and Lillian Brooks, his wife, recorded a deed in Liber J.H.H. 330, folio 123 among the Land Records of Anne Arundel County which Deed conveyed certain property to Betty B. Basil, Charles W. Brooks, Jr. and Hilda A. Currier as tenants in common and not as joint tenants, subject to a life estate in Charles W. Brooks and Lillian Brooks, his wife, said property being known as 24 Munroe Court and more particularly described in the aforesaid Deed attached hereto marked

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"Petitioner's Exhibit No. 1" and prayed to be made a part hereof.

2. That the said Charles W. Brooks died on June 10, 1946 and the said Lillian Brooks, widow of Charles W. Brooks died on the 6th day of October, 1958.

3. That Lillian Brooks, also known as Elizabeth Brooks, was the step-mother of the co-tenants Betty B. Basil, Charles W. Brooks, Jr., and Hilda A. Currier.

4. That one of the co-tenants, Charles W. Brooks, Jr., died intestate on August 19, , 1952; that your petitioner is the widow of the said Charles W. Brooks, Jr.; that at the time of his death, Charles W. Brooks, Jr. had no children and left surviving him, his widow, two sisters, Betty B. Basil and Hilda A. Currier, and his step-mother, Lillian Brooks.

5. That William W. Townshend, Jr. was appointed administrator of the estate of Charles W. Brooks, Jr., in Administration No. 10,006 in the Orphans Court of Anne Arundel County on March 12, 1959; and that the Notice to Creditors in the estate ran on the 21st day of September, 1959.

6. That the defendant, Marcia A. Elliott, holds two judgments in the Circuit Court for Anne Arundel County against Owen A. Basil and the defendant, Betty Brooks Basil, namely, Law No. 8008, dated September 28, 1956, in the principal amount of $2,300.00, and Law No. A-974, dated December 4, 1958, in the principal amount of $6,392.55.

7. That the defendant, Herbert S. Ward, holds a judgment in the Circuit Court for Anne Arundel County against Owen A. Basil and the defendant, Betty Brooks Basil, namely, Law No. A-202, dated June 27, 1958, in the principal amount of $1,000.00.

8. That the defendant, Joseph Greenfield, holds a judgment in the Circuit Court for Anne Arundel County against Owen A. Basil and the defendant, Betty Brooks Basil, namely, Law No. A-310, dated September 22, 1958, in the principal amount of $2,200.00.

9. That the defendant, Marvin Richman, holds a judgment in the Circuit Court for Anne Arundel County against Owen A. Basil and the defendant, Betty Brooks Basil, namely, Law No. A-892, dated November 17, 1958, in the principal amount of $2,364.98.

10. That the defendant, Henry P. Klinken, holds a judgment in the

Circuit Court for Anne Arundel County against Owen A. Basil and the defendant, Betty Brooks Basil, namely, Law No.A-2262, dated October 23 , 1959, in the principal amount of $880.03.

11. That the defendant, William W. Townshend, Jr., is the assignee of a mortgage on an undivided two-thirds share of the aforesaid property, said mortgage having been executed by Elizabeth Brooks, Betty Brooks Basil, Owen A. Basil, her husband, and your Petitioner, Edna G. Brooks, to secure the principal sum of $2,500.00, on March 18, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 744, folio 60 and subsequently assigned to the said William W. Townshend, Jr.

12. That your petitioner by virtue of being the widow of one of the deceased co-tenants of the hereinbefore described property owns an interest in said property in accordance with Article 93, Section 137 of The Annotated Code of Maryland; and that the judgments held by the judgment creditors of the defendant, Betty Brooks Basil, prevent a private sale of said property.

13. That the property in question is not susceptible to equitable partition in kind among the several interests.

14. That it would be to the best interest of the heirs, co-tenants, assignee of the mortgage, and the judgment creditors that this property be sold and the net proceeds of the sale be distributed among the heirs, co-tenants, assignee of the mortgage, and judgment creditors as their interest may appear.

TO THE END THEREFORE:

a. That a trustee may be appointed by this Court to sell the real property mentioned in these proceedings, and that the said trustee shall grant and convey said property unto the purchasers by a good and merchantable title, free and clear of any and all claim s of the heirs of Charles W. Brooks, Jr., the co-tenants, the assignee of the mortgage, or the judgment creditors, or of any claim by, through, or under them.

b. That the proceeds of sale, after the payment of costs and expenses of these proceedings, be distributed to the parties entitled thereto, as their interests may appear.

c. That your petitioners may have such other and further relief as their case may require.

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AND AS IN DUTY BOUND,

Edna G. Brooks

Edna G. Brooks

William E. Kirk

William E. Kirk
Attorney for Petitioner
Towns-Worth Building
South Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 26th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edna G. Brooks, and she made oath in due form of law that the matters and things set forth in the aforegoing Petition are true to the best of her knowledge and belief.

As Witness my hand and Notarial Seal.

Notary Public

EDNA G. BROOKS 2703 Liberty Heights Avenue Baltimore 15, Maryland Plaintiff	*	NO. 13,500 EQUITY IN THE CIRCUIT COURT
VS.	*	
BETTY BROOKS BASIL, Et al 24 Munroe Court Annapolis, Maryland Defendants	*	FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Henry P. Klinken, by his attorney, William W. Townshend, Jr. respectfully states:

1. That he admits the allegations contained in Paragraphs 1 through 14, and further that the balance on said judgment is $ 884.43.

2. That your respondents consent to the relief prayed in the Bill of Complaint and consent to the passing of the decree as therein prayed.

TO THE END THEREFORE:

(a) That the proceeds of the sale after the payment of costs and expenses of the proceedings be distributed to the parties entitled thereto as their interest may appear.

AND AS IN DUTY BOUND, ETC.

William W. Townshend, Jr
Townsworth Bldg.
South Street
Annapolis, Maryland

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed to William E. Kirk, Townsworth Bldg., South St., Annapolis, Md., Attorney for the Plaintiff, this 20th day of November, 1959.

William W. Townshend, Jr

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LIBER 126 PAGE 167

EDNA G. BROOKS 2703 Liberty Heights Avenue Baltimore 15, Maryland Plaintiff VS. BETTY BROOKS BASIL, Et al 24 Munroe Court Annapolis, Maryland Defendants	*	NO. 13,500 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * * * *

STATEMENT OF JUDGMENT CLAIM

Amount of judgment in the Circuit Court for Anne Arundel County against Owen A. Basil and the defendant, Betty Brooks Basil, namely, Law No. A-2262, dated October 23, 1959.	$ 880.03
Interest to November 25, 1959	4.40
Total amount of judgment indebtedness	$ 884.43

William W. Townshend, Jr.
Townsworth Bldg.
South Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of November, 1959, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr. and he acknowledged the aforegoing statement of judgment claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Viola J. Brown
VIOLA J. BROWN Notary Public

1959 DEC -1 [illegible]

6

EDNA G. BROOKS 2703 Liberty Heights Avenue Baltimore 15, Maryland	*	NO. 13,500 EQUITY
Plaintiff	*	IN THE
VS.	*	CIRCUIT COURT
BETTY BROOKS BASIL, Et al 24 Munroe Court Annapolis, Maryland	*	FOR ANNE ARUNDEL COUNTY
Defendants	*	

* * * * * * * * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of William W. Townshend, Jr. in proper person respectfully states:

1. That he admits the allegations contained in Paragraphs 1 through 14, and further that the balance on said mortgage is $ 757.23

2. That your respondents consent to the relief prayed in the Bill of Complaint and consent to the passing of the decree as therein prayed.

TO THE END THEREFORE:

(a) That the proceeds of the sale after the payment of costs and expenses of the proceedings be distributed to the parties entitled thereto as their interest may appear.

AND AS IN DUTY BOUND, ETC.

William W. Townshend, Jr.
Townsworth Bldg.
South Street
Annapolis, Maryland.

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed to William E. Kirk, Townsworth Bldg, South St., Annapolis, Md., Attorney for the Plaintiff, this 30th day of November, 1959.

William W. Townshend, Jr.

1959 DEC -1 PM 3:55

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EDNA G. BROOKS 2703 Liberty Heights Avenue Baltimore 15, Maryland Plaintiff VS. BETTY BROOKS BASIL, Et al 24 Munroe Court Annapolis, Maryland Defendants	*	NO. 13,500 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * * * *

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Elizabeth Brooks, Betty Brooks Basil, Owen A. Basil, her husband, and your Petitioner, Edna G. Brooks to secure the principal sum of $2,500.00, on March 18, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 744, folio 60.	$2,500.00
Total Amount paid on principal	1,746.89
	753.11
Interest to November 25, 1959	4.12
Total amount of mortgage indebtedness	$ 757.23

William W. Townshend, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of November, 1959, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr. and he 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

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

EDNA G. BROOKS, 2703 Liberty Heights Avenue, Baltimore 15, Maryland,	Plaintiff,	
-vs-		Equity No. 13,500
BETTY BROOKS BASIL, et al,	Defendants.	

ANSWER OF DEFENDANT, HILDA A. (Currier) SHAFFIER

The Answer of Hilda A. (Currier) Shaffier, a Defendant to the Bill for Partition in the above cause, respectfully submits:

(1) That subsequent to the filing of said Bill of Complaint, your Defendant, recited in said Bill as Hilda A. Currier, inter-married with Newton B. Shaffier, and is now known as Hilda Virginia Shaffier;

(2) That she admits the allegations contained in Paragraph numbered 1 of the Petition;

(2) That she admits the allegations of Paragraphs 2 and 3 of the Petition;

(3) That she admits the allegations in Paragraph 4 of the Petition, but alleges that one of the co-tenants, Charles W. Brooks, Jr., died subsequent to August 19, 1952;

(5) That she has no knowledge of the facts alleged in Paragraphs 5, 6, 7, 8, 9, 10 and 11, and therefore neither admits nor denies the allegations thereof;

(6) That she neither admits nor denies the allegations contained in Paragraph 12;

(7) That she admits the allegations contained in Paragraphs 13 and 14 insofar as her interest is concerned and further answering the Bill of Complaint, consents to the appointment of Trustees to sell the real property mentioned in the proceedings and to the distribution of the net proceeds of sale to the parties

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in interest in accordance with their respective shares, and respectfully suggests unto this Honorable Court that in view of the fact that your Defendant appears to be the owner of an un-encumbered one-third interest in said property, that her attorney, Samuel W.H. Meloy of Upper Marlboro, Prince George's County, Maryland, be appointed a co-trustee with respect to this cause.

WHEREFORE, the Defendant prays that she may be hence dismissed with her costs.

Attorney for Defendant Hilda Virginia Shaffier (Hilda A. Currier)

Samuel W.H.Meloy
Meloy Building
4063 Main Street
Upper Marlboro, Maryland
Telephone: MArket 7-3654

CERTIFICATION

I HEREBY CERTIFY that I mailed a copy of the aforegoing Answer to William E. Kirk, Esquire, at his office in the Townsworth Building, South Street, Annapolis, Maryland, attorney for Petitioner, this 15th day of January, 1960.

Attorney for Defendant Hilda Virginia Shaffier (Hilda A. Currier)

10

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 29th day of January, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

William E. Kirk

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.)

Marvin Richmond, Joseph Greenfield, Herbert S. Ward

Betty Brooks Basil, Marcia Elliott

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 29th day of January, 19 60.

Notarial Seal

Viola J. Brown
Viola J. Brown Notary Public

My Commission will expire on: May 1, 1961

Filed,

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LIBER 126 PAGE 173

EDNA G. BROOKS 2703 Liberty Heights Avenue Baltimore 15, Maryland	*	NO. 13,500 EQUITY
	*	IN THE
Complainant	*	CIRCUIT COURT
VS	*	FOR
BETTY BROOKS BASIL, Et al 24 Monroe Court Annapolis, Maryland	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * * * *

DECREE PRO CONFESSO

The respondents, Betty Brooks Basil, Marcia Elliott, Herbert S. Ward, Joseph Greenfield and Marvin Richmond having been duly summoned and having failed to appear to the bill of complaint and answer same according to the said writ of summons, and,

The respondents Hilda A. Currier, Henry P. Klirken and William W. Townshend, Jr., having been duly summoned and having answered the bill of complaint consenting to the action prayed for in these proceedings.

It is, thereupon, this 2 day of ~~January~~ February, 1960, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondents, Betty Brooks Basil, Marcia Elliott, Herbert S. Ward, Joseph Greenfield and Marvin Richmond.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondents of the time and place of taking of testimony.

Matthew T. Fran[illegible]
Judge

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Not in file

LIBER 126 PAGE 174

EDNA G. BROOKS 2703 Liberty Heights Avenue Baltimore 15, Maryland	*	NO. 13,500 EQUITY
	*	IN THE
Complainant	*	CIRCUIT COURT
VS	*	FOR
BETTY BROOKS BASIL, et al 24 Munroe Court Annapolis, Maryland	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * *

ACKNOWLEDGMENT OF NOTICE

Mr. Clerk:

Please be informed that I was notified of the hearing held at 9:30 a.m. on Saturday, March 12, 1960 to take testimony in the above entitled case.

William W. Townshend, Jr.
Individually and as attorney for
Henry P. Klinken

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LIBER 126 PAGE 175

EDNA G. BROOKS,	*	IN
PLAINTIFF	*	THE CIRCUIT COURT
VS.	*	FOR
BETTY BROOKS BASIL, et al	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	NO. 13,500 EQUITY

* * *

TESTIMONY ON BEHALF OF PLAINTIFF

March 12, 1960

Present:

Mr. William E. Kirk, Solicitor for Plaintiff

Mr. Emanuel Klawans, Court Examiner

Miss Marcia A. Elliott, Respondent

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Betty Brooks Basil, pages 2 - 6.

Thomas C. Worthington, Jr., pages 7 - 9.

Marcia A. Elliott, page 10.

FILED

1960 MAR 29 AM 9:38

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(COPY OF LETTER ADDRESSED TO SAMUEL W. H. MELOY FILED HEREWITH MARKED EXAMINER'S EX.1)

(COPY OF LETTER ADDRESSED TO MRS. MARCIA A. ELLIOTT FILED HEREWITH MARKED EXAMINER'S EX.2)

(COPY OF LETTER ADDRESSED TO MR. HERBERT S. WARD FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

(COPY OF LETTER ADDRESS TO Mr. JOSEPH GREENFIELD FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

(COPY OF LETTER ADDRESSED TO MR. MARVIN RICHMOND FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.5)

Betty Brooks Basil, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Kirk)

1 State your name, address and occupation.

A Betty Brooks Basil, 24 Monroe Court, Annapolis, Md.

2 And what is your occupation?

A Qualification rater.

3 And you are one of the parties to this petition too?

A Yes.

4 I wonder, if you will, look at Plaintiff's Exhibit No. 1, and identify this document? What does that document represent, Mrs. Basil?

A Well, this was a deed that was drawn up at the time my mother and father were suppose to have made a Will.

5 What does this deed purport to convey?

A Well, it states that at the death of one the property would go to the survivor, at the death of the survivor the property would go to the three heirs of Charles Brooks.

(DEED FILED HEREWITH MARKED EXAMINER'S EX.6)

6 Now, who is Charles W. Brooks, Sr.?

A That would be my father.

7 Is he presently alive?

A No.

8 When did he die?

A June 10, 1941.

9 Now, Lillian Brooks, who is she?

A She is my step-mother.

10 And when did she pass away?

A October 6th, 1958.

11 And who is Charles W. Brooks, Jr.?

A That is my brother.

12 Is he presently living?

16

A No, he's also dead.

13 When did he die?

A On August, I don't know whether it was the 13 th or the 16th.

14 And that would have been 8 years ago this coming August, 1952? And Hilda A. Currier, who is she?

A That is my sister.

15 Is she living?

A Yes.

16 And Betty Brooks Basil in this deed is yourself?

A That's right.

17 Now, does Charles W. Brooks, Jr. have a wife?

A Yes, he does.

18 Is she still living?

A Yes, to my knowledge.

19 What is her name?

A Edna G. Clifton Brooks.

20 Did Charles W. Brooks, Jr. have any children?

A No.

21 Is Lillian Brooks his natural mother or step-mother?

A No, step-mother.

22 When did Mr. Brooks -- is Mr. Brooks natural mother alive?

A No.

23 When did she die?

A 1918.

(Mr. Klawans)

24 Was he ever married?

A Only to the present widow. You mean my brother?

25 Did he leave any grandchildren?

A No.

26 No decendants at all?

A No, none.

17

27 Did he have any other brothers or sisters than those who have been mentioned?

A No, just the three of us.

28 Now, on or about March 18, 1953, did you, your husband, Edna G. Brooks and Lillian Brooks execute a mortgage to the United Federal Savings and Loan Association?

A Yes.

29 Is this the copy of that mortgage, Plaintiff's Exhibit No. 3?

A Yes, it is.

(MORTGAGE DATED MARCH 18,1953 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.7)

30 That is your signature?

A Yes.

31 Now, do you know the defendant, Marcia Elliott?

A Yes, I do.

32 In what way is she connected with this?

A She loaned my husband money for his business.

33 And did you sign on this obligation too?

A Yes, I did.

34 And then she is a judgment creditor?

A Right.

35 And Herbert S. Ward, what is his status?

A I can't give you too much information about the balance of those.

36 Well, we're not interested in the balance, but is he another judgment creditor against you and your husband?

A According to the paper I received,he is.

37 And are Joseph Greenfield and Marvin Richmond both in the same category as judgment creditors?

A There are judgments against my husband, whether they're

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against me or not, I don't know.

38 And Henry P. Klinken, he is in the same category, to your knowledge?

A Yes.

39 As the other judgment creditors?

A I have signed blank notes for my husband. so it may be that they were the ones that I was signing for.

(Mr. Klawans)

40 Did Charles Brooks, Jr. leave a Will?

A Not that I know of.

41 Has his estate been administered in the Orphan's Court?

A Yes, it has.

(PETITION FOR LETTERS OF ADMINISTRATION IN THE MATTER OF CHARLES W. BROOKS, JR. FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.8

(CERTIFICATE OF PUBLICATION FOR THE ESTATE OF CHARLES W. BROOKS, JR. FILED HEREWITH MARKED EXAMINER'S EX.9)

(Mr. Kirk)

42 The property in question is No.4 Monroe Court?

A 24.

43 Is this at all susceptible to partition, in other words, could you divide it in two or three parts?

A No.

(Mr. Klawans)

Now, Miss Elliott, do you wish to ask her any questions?

(Miss Marcia Elliott)

Only when I loaned this money, that the property was going to her in case of any default I would get the property.

(Mr. Klawans)

Well, did she tell you that?

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(MIss Eilliott)

Well, Mr. Basil did.

(Mr. Klawans)

Well, if you want you can testify to it yourself after these witnesses testify.

QUESTION BY THE EXAMINER:

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

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

Answer ...No.....

Signature ..Betty B. Basil.....

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20

Thomas C. Worthington, Jr., a witness of lawful age being first duly sworn, deposes and says:

(Mr. Kirk)

1 Will you state your name, address and occupation?

A My name is Thomas C. Worthington, Jr., my address is the Townsworth Building, South St., Annapolis. Maryland, my occupation is realtor and appraiser.

2 How long have you been a realtor in Anne Arundel County?

A I have been in the real estate business for 12 years. I've been a realtor for 11.

3 Are you familiar with the real estate values in and around the City of Annapolis, Anne Arundel County?

A Yes, I am.

4 Could you name some of your representatives, clients?

A The United States Government, Ricos National Bank, William W. Townshend, Albert Goodman, and many other individuals in this area.

5 Have you had an opportunity to appraise a piece of property known as 24 Monroe Court in the City of

A Annapolis?

A Yes, I have.

6 I wonder if you would state your opinion with regard to the value of this property and the reasons for that opinion.

(Mr. Klawans)

7 When did you examine it?

A On March the 7th of this year.

8 Now, answer the question.

A I examined the property, do you wish to know the value that I put on it?

(Mr. Kirk)

9 Yes.

22

A I put a value of $800.00 on the lot and $6,000.00 on the dwelling. I examined the dwelling on the property throughout and I have found that the house is only in fair condition, the wiring is old, the lot is narrow, the trim and other exterior wood surfaces need painting, the roof needs patching, and all in all the property can only be described as being in fair condition.

(Mr. Klawans)

10 What does it consist of?

A The house consist of, on the first floor an entrance hall, a living room, dining room, and kitchen, front and back porches; and on the second floor, three bedrooms and a bath.

11 Is it a frame or brick?

A It is brown shingled frame building with a full basement.

12 What is the size of the lot?

A The size of the lot is 20 x 160 feet, backing against the old B & A rightway.

(Mr. Kirk)

13 Now, at the time you made this appraisal did another realtor accompany you?

A Yes, Mr. Fred E. Voges of Annapolis.

14 And did he submit to you a report of his opinion on this appraisal?

A Yes, he did.

15 Is this a copy of that report?

A Yes it is, sir.

16 Dated March 7th, 1960?

A Dated March 7th.

(COPY OF APPRAISAL REPORT OF FRED E. VOGES FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 10)

23

17 Now, Mr. Worthington, in your opinion, is this property susceptible to partition?

A No, it is not, sir.

18 Why do you say that?

A Because it is a dwelling and a lot, and therefore it could not be divided,

19 Only one owner?

A Only one owner, yes.

20 And since three parties have an interest in this property, do you believe that it would be to their best interest to have the property sold and divide the proceeds?

A Yes, I do, sir.

(Mr. Klawans)

Now, Miss Elliott, do you wish to be sworn and give any testimony?

(Miss Elliott)

Well, I could add a little more, but not too much.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Thomas C. Worthington Jr.

25

Marcia Elliott, a witness of lawful age being first duly sworn, deposes and says:

Well, when I loaned Mr. Basil the money I was willing to loan him the money. Mr. Woodward, my lawyer, drew up some papers which both Mr. and Mrs. Basil signed, and in case anything happened that the property that she would inherit would go to stand for the note.

(Mr. Klawans)

Now, do you wish to file that paper in the record of this case?

(Miss Elliott)

Well, I could get it from Mr. Woodward.

(Mr. Klawans)

Is there anything else that you wish to say?

(Miss Elliott)

No, only that there was two separate notes; one was for the business that he had down near the market, I don't know the name of that little street, Fleet Street. And he bought his partner out, that's why he was loaned the money, and after that he decided to open a place out at Camp Parole, which was a nicer place, where he handled not only meats, but he went into crab and oyster business, seafood, in addition to his regular meats.

QUESTION BY THE EXAMINER:

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

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

Answer ...no.....

Signature Marcia A Elliott.....

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

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

Witness my hand and seal this 30th day of March, 1960.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

R E.K. $10.00
I.H. $11.00

28

March 1, 1960

Samuel W. H. Meloy, Esq.
Upper Marlboro, Maryland

Re: Brooks vs Basil, et al
No. 13,500 Equity

Dear Mr. Meloy:

We have obtained a Decree Pro Confesso, a copy of which is enclosed, as of January 29, 1960, in the above case and, I have set up a hearing to take testimony before one of the standing examiners for Anne Arundel County at 9:30 a.m. in the Court Stenographer's room at the Courthouse in Annapolis, Maryland.

I intend to take the testimony of Mrs. Betty Brooks Basil to show the family tree and the testimony of Thomas C. Worthington, Realtor, to set the value of the property. Thereafter, I will prepare a Decree appointing you and Mr. Townshend as trustees to sell the property at a public sale. If you have any further questions, kindly contact this office at your convenience.

Very truly yours,

William E. Kirk

WEK:ed
enc.

13,500 Eq
Brooks v Basil
Examiner's Exh. 1
E Klawans
examiner

FILED
1960 MAR 29 AM 9:38

29

LIBER 126 PAGE 187

March 1, 1960

Mrs. Marcia A. Elliott
Royal Beach
Pasadena, Maryland

Re: Brooks vs Basil - No. 13,500 Equity

Dear Mrs. Elliott:

Please be informed that testimony is being taken in the above entitled proceedings before one of the standing examiners for Anne Arundel County at 9:30 a.m. on Saturday, March 12, 1960 in the Court Stenographer's office on the second floor of the County Courthouse in Annapolis, Maryland.

Very truly yours,

William E. Kirk

WEK:ed

No. 604894

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mrs. Marcia A. Elliott

STREET AND NO.
Royal Beach

CITY AND STATE
Pasadena, Maryland

POSTMARK OR DATE
ANNAPOLIS MAR 29 1960 MD.

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

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

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Jul 1957

SEE OTHER SIDE

INSTRUCTIONS TO DELIVERING EMPLOYEE
[ ] DELIVER ONLY TO ADDRESSEE (30¢ additional)
[ ] SHOW ADDRESS WHERE DELIVERED (15¢ 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
2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in Item 1 above)
1. DELIVERY DATE
3-4-60

FILED
1960 MAR 29 AM 9:38

30

March 1, 1960

Mr. Herbert S. Ward
Bay Ridge
Annapolis, Maryland

Re: Brooks vs Basil - No. 13,500 Equity

Dear Mr. Ward:

Please be informed that testimony is being taken in the above entitled proceedings before one of the standing examiners for Anne Arundel County at 9:30 a.m. on Saturday, March 12, 1960 in the Court Stenographer's office on the second floor of the County Courthouse in Annapolis, Maryland.

Very truly yours,

William E. Kirk

WEK:ed

No. 604893

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO Mr. Herbert S. Ward	POSTMARK OR DATE ANNAPOLIS MAR 1960
STREET AND NO. Bay Ridge	
CITY AND STATE Annapolis, Maryland	
If you want a return receipt, check which [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered	If you want restricted delivery, check here [ ] 50¢ fee
FEES ADDITIONAL TO 20¢ FEE	

POD Form 3800
Jul 1957

SEE OTHER SIDE

INSTRUCTIONS TO DELIVERING EMPLOYEE
[ ] DELIVER ONLY TO ADDRESSEE (20¢ additional)
[ ] SHOW ADDRESS WHERE DELIVERED IN ITEM 2 BELOW (10¢ 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. [signature]
2. SIGNATURE OF ADDRESSEE'S AGENT (Specify whether addressee's name in item 1 above)
X. [signature]
3. DELIVERY DATE
3 2 60
4.

13,500 Eq
Brooks Basil
Examiner's Exh 3
E Clemens
Examiner

FILED
1960 MAR 29 AM 9:38

31

LIBER 126 PAGE 189

March 1, 1960

Mr. Joseph Greenfield
c/o Peerless Clothing Company
141 Main Street
Annapolis, Maryland

Re: Brooks vs Basil - No. 13,500 Equity

Dear Mr. Greenfield:

Please be informed that testimony is being taken in the above entitled proceedings before one of the standing examiners for Anne Arundel County at 9:30 a.m. on Saturday, March 12, 1960 in the Court Stenographer's office on the second floor of the County Courthouse in Annapolis, Maryland.

Very truly yours,

William E. Kirk

WEK:ed

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO Mr. Joseph Greenfield	POSTMARK OR DATE ANNAPOLIS MAR 1960 MD
STREET AND NO. c/o Peerless Clothing Company 141 Main Street	
CITY AND STATE Annapolis, Maryland	
If you want a return receipt, check which [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered	If you want restricted delivery, check here [ ] 50¢ fee
FEES ADDITIONAL TO 20¢ FEE	

POD Form 3800
Jul 1957

SEE OTHER SIDE

No. 604392

INSTRUCTIONS TO DELIVERING EMPLOYEE
[ ] DELIVER ONLY TO ADDRESSEE (20¢ additional)
[ ] SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (35¢ 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 Peerless Clothing Co
Mr. Greenfield

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

3. DELIVERY DATE 3-2 1960

13,500 Eq
Brooks Basil
Annapolis Md

FILED
1960 MAR 29 AM 9:38

32

LIBER 126 PAGE 190

March 1, 1960

Mr. Marvin Richmond
5 Munroe Court
Annapolis, Maryland

Re: Brooks vs Basil - No. 13,500 Equity

Dear Mr. Richmond:

Please be informed that testimony is being taken in the above entitled proceedings before one of the standing examiners for Anne Arundel County at 9:30 a.m. on Saturday, March 12, 1960 in the Court Stenographer's office on the second floor of the County Courthouse in Annapolis, Maryland.

Very truly yours,

William E. Kirk

WEK:ed

No. 604891

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO	POSTMARK OR DATE
Mr. Marvin Richmond	ANNAPOLIS MAR 1 1960 MD
STREET AND NO. 5 Munroe Court	
CITY AND STATE Annapolis, Maryland	
If you want a return receipt, check which [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered	If you want restricted delivery, check here [ ] 50¢ fee
FEES ADDITIONAL TO 20¢ FEE	

POD Form 3800 Jul 1957 SEE OTHER SIDE

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

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

SIGNATURE OR NAME OF ADDRESSEE
Marvin Richmond

SIGNATURE OF ADDRESSEE'S AGENT (Where should enter addressee's name in item 1 above)
Donald Richmond

DELIVERY DATE MAR 5 1960

13,500 Eq
Brooks - Basil
Examiner's Exh 5

FILED

1960 MAR 29 AM 9:38

33

No stamps required

LIBER 126 PAGE 191

This Deed made this day of April in the year Nineteen hundred and forty five by Charles W. Brooks and Lillian Brooks, his wife, of the first part and Betty Brooks Basil, Charles W. Brooks, Jr. and Hilda A. Currier, of the second part, all of the City of Annapolis, Anne Arundel County, State of Maryland, Witnesseth:

That for and in consideration of the love and affection the parties of the first part have for the parties of the second part, and for divers other good and valuable considerations, them thereunto moving, the said Charles W. Brooks and Lillian Brooks, his wife, have bargained and sold by these presents do grant and convey unto the said Betty Brooks Basil, Charles W. Brooks, Jr. and Hilda A. Currier, as tenants in common and not as joint tenants, in fee simple, after the death of the survivor of the said Charles W. Brooks and Lillian Brooks, his wife, All that lot, part of a lot, pieces or parcels of ground, situate, lying and being in the City of Annapolis aforesaid, located on the North East side of the Main Street or drive way, leading from West Street into the property known as The Munroe Estate, and a part of Lot Number Eighteen (18) all as shown on the Revised Plat of the Munroe Est te made by Walter C. Munroe, Civil Engineer, February, 1922, and intended to be recorded among the Plat Records of Anne Arundel County, more fully described in the hereinafter mentioned deed.

Being all that property conveyed by Edward R. Knadler and Nellie I. Knadler, his wife to the said Charles W. Brooks and Lillian Brooks, his wife by deed dated the 14th day of July in the year 1925 and recorded among the Land Records of Anne Arundel County in Liber No. 7 folio 250.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, priviledges, appurtenances and advantages to the same belonging or in anywise ap ertaining.

To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of them the said Betty Brooks

13,502 Eq
Brooks v Basil
Examiner, Plaintiff Exhibit No. 1

FILED
1960 MAR 29 AM 9:39

E Klaveans examiner
34

Basil, Charles W. Brooks, Jr. and Hilda A. Currier, as tenants in common, not as joint tenants, their heirs and assigns, in fee simple; after the death of the survivor of the said Charles W. Brooks and Lillian Brooks, his wife.

And the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and se ls of the above named grantors on the day and in the year first above written.

Test:

Clemence C. Burwell
Clemence C. Burwell

Chas W Brooks (SEAL)
CHARLES W. BRROKS

Lillian Brooks (SEAL)
LILLIAN BRROKS

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 20" day of April in the year Nineteen hundred and forty five before me the subscriber a Notary Public of the St .te of Maryland in and for Anne Arundel County aforesaid, personally appeared Charles W. Brooks and Lillian Brooks, his wife, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial,

Clemence C. Burwell
Clemence C. Burwell Notary Public.
My com. exp. 5/7/45

35

LIBER 744 PAGE 60

LIBER 126 PAGE 193

This Mortgage, made this 18th day of March

in the year one thousand nine hundred and fifty-three, between Owen A. Basil and Betty B. Basil, his wife; Edna G. Brooks, widow; Lillian Brooks, widow; of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagors, 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 Mortgagors the sum of

TWO THOUSAND FIVE HUNDRED DOLLARS- - - - - - - - - - - - - - ($2,500.00)

Dollars, being a part of the purchase money for the property herein 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 FORTY DOLLARS- - - - - - - - - - - - - - - ($40.00) 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 sixth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, 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 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 sdo grant, convey and assign unto said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Sixth Election District, Anne Arundel County, State of Maryland and described as follows:

Situated in Annapolis, located on the northeast side of the Main Street or driveway leading from West Street into the property known as The Monroe Estate and a part of Lot No. 18, all as shown on the revised plat of the Munroe Estate made by Walter C. Munroe, Civil Engineer, in February, 1929 and intended to be recorded.

FIRST - all that lot beginning on the northeast side of aforesaid street or driveway at the end of the first line in the deed dated April 22, 1925 from Charles F. Lee et al to Edward R. Knodler and wife recorded in Liber J.H.H. 105, Folio 267, said point of beginning being in the divisional line of Lot No. 18 and 19 on said plat and running thence with said divisional line North 9 degrees 13 minutes East, 121.78 feet to the W.B.&A. Electric Railway; thence North 75 degrees 14 minutes West, 22 feet; thence South 9 degrees 13 minutes West, 123 feet, more or less, to the aforesaid Main Street or driveway; thence with the northeast side of said street or driveway, South 80 degrees 47 minutes East, 22 feet, to the place of beginning.

SECOND - A strip of ground fronting 5 feet on said Main Street or Driveway and extending back 5 feet in width to the W.B.&A. Electric Railway and immediately adjoining the lot herein firstly described on the northwest. This strip of ground being, however, subject to the use in common of the adjoining owners of Lots 19 and 18 as a right of way of ingress to and egress from their respective properties, with the right of use by in common with the owners of said lots of an additional strip of ground 5 feet in width immediately adjoining the 5 foot strip secondly herein described

13,500 Eq
Owen Basil et al
Examined
"Plaintiff Exhibit No. 3"

36

on the northwest as a right of way of ingress and egress from their respective properties, it being the intention to make of the two 5 foot strips of ground a right of way 10 feet wide for the use in common of the owners of the lots or parts of the lots 17 and 18, the fee in said right of way to be owned 1/2 by the Grantees.

BEING the same property conveyed to Betty Brooks Basil, Charles W. Brooks, Jr. and Hilda A. Currier by Charles W. Brooks and Lillian Brooks, his wife, by deed dated April, acknowledged April 20, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 330, Folio 123.

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 of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, subject, however, to restrictions of record.

37

If, however, the said Mortgagors, 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 Mortgagors, 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 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 being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the 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, 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 Mortgagors, his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagors 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 supplements thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by 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 radification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

Third, the balance, if any, to the said Mortgagors, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagors 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 Mortgagors covenant to warrant specially said lots of ground and to execute such other assurances thereof as may be requisite.

Witness the hands and seals of the said Mortgagors.

WITNESS:

Alice C. Hudak
Alice C. Hudak

Owen A. Basil (SEAL)
Owen A. Basil

Betty B. Basil (SEAL)
Betty B. Basil

Edna G. Brooks (SEAL)
Edna G. Brooks

~~[illegible]~~ (SEAL)
Lillian Brooks
Mrs Lillian Brooks

(SEAL)
~~[illegible]~~

38

State of Maryland, Anne Arundel County, to wit: LIBER 744 PAGE 63 LIBER 126 PAGE 196

I HEREBY CERTIFY, that on this 18th day of March, in the year one thousand, nine hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Owen A. Basil and Betty B. Basil, his wife: Edna G. Brooks, widow; Lillian Brooks, widow; ~~xxxx

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 J. H. H. No. 744, Folio 60, 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 2nd day of November, 1959, A. D.

George T. Cromwell

George T. Cromwell, Clerk

LIBER 126 PAGE 198

Petition for Letters of Administration

FILED MAR 11 1959 REGISTER OF WILLS FOR ANNE ARUNDEL COUNTY, MD

To the Honorable, the Judges of the Orphans' Court of Anne Arundel County:

In the Matter of the Estate of Charles W. Brooks, Jr., deceased

The petition of William W. Townshend, Jr., Administrator (relationship to deceased)

respectfully showeth:

That Charles W. Brooks, Jr. a resident of Anne Arundel County, State of Maryland, departed this life at Annapolis, Maryland in said County on the 19th day of August, 1958, leaving no Last Will and Testament that has come to the knowledge or possession of your petitioner; that the decedent left surviving him the following heirs, viz.:

(NOTE:—Here name widow, widower, child, or children, and if none, all the other heirs of deceased, giving their ages and place of residence.)

NAME	ADDRESS	AGE
Edna G. Brooks, widow	2703 Liberty Heights Ave., Balto., Md.	adult
Betty Brooks Basil, sister	Annapolis, Maryland	adult
Hilda A. Currier, sister	Annapolis, Maryland	adult

That the decedent left real estate as follows (state approximate value):

$3000.00

That the decedent left personal property including debts due him as follows (state approximate value)

real estate only

Therefore, your petitioner applies for Letters of Administration upon the personal estate of the said decedent and offers a bond in the amount of One Thousand Dollars ($1000.00)

as surety

William W. Townshend, Jr.

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, to wit:

Personally appeared William W. Townshend, Jr. Petitioner named in the above application and being duly sworn according to law, did depose and say that the matters and things set forth in the aforegoing petition are true to he best of his knowledge, information and belief.

SWORN AND SUBSCRIBED before me this 11th day of March, 1959

Alice Lacy

FILED 1959 NOV -2 PM 3:50

Register of Wills for Anne Arundel County.

PASSED BY ORDER OF COURT THIS 12th day of March, 1959 appointing William W. Townshend, Jr. Administrator

Ernest A. McAllister, C.J.
Evelyn M. Smith, A.J.
Harriet I. Frey, A.J.

TRUE COPY TEST
Grace M. Mitchell
REGISTER OF WILLS
FOR ANNE ARUNDEL CO.

13,500 Eq
Brooks & Basil
Examiner's Stub
E/Clawson
Claims

Plaintiff Exhibit No. 2

41

LIBER 126 PAGE 199

TOWNSHEND & KIRK, Attorneys
Annapolis, Maryland

Notice To Creditors

Notice is hereby given that the Subscriber, of Anne Arundel County, has obtained from the Orphans' Court of Anne Arundel County, in Maryland, Letters of Administration on the estate of CHARLES W. BROOKS, JR., late of Anne Arundel County, deceased. All persons having claims against the deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the [illegible] DAY OF SEPTEMBER, [illegible] next, or they may otherwise by law be excluded from all benefit of said estate. All persons indebted to said estate are requested to make immediate payment.

Given under my hand this [illegible] day of March, 1959.

WILLIAM W. TOWNSHEND, JR.
Administrator.

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1959

We hereby certify, that the annexed

Notice To Creditors

Charles W. Brooks, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 21st day of September, 1959, The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tates

No. M. C. 6841

42

LIBER 126 PAGE 200

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Notice to creditors Estate of Charles W. Brooks, Jr. *late of said County deceased* taken from the original which is filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 11th *day of* March *in the year of our Lord, nineteen hundred and* sixty.

George M. Nutwell

Register of Wills for Anne Arundel County

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LIBER 126 PAGE 201

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of Charles W. Brooks, Jr. deceased, was on the 12" day of March in the year of our Lord one thousand nine hundred and fifty-nine, granted and committed unto William W. Townshend, Jr. who was then and there appointed Administrator of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 11" day of March in the year of our Lord nineteen hundred and ~~sixty~~ sixty.

TEST:

George M. Mitchell
Register of Wills for Anne Arundel County.

13,500 Eq
Brooks - Basil
Examined Exh. 9
E/Clowans
Examiner

44

FRED E. VOGES & COMPANY
SALES • REAL ESTATE • RENTALS
INSURANCE
THREE CHURCH CIRCLE - SPEER BUILDING • ANNAPOLIS, MARYLAND - COLONIAL 8-3351

March 7, 1960

TO WHOM IT MAY CONCERN:

This is to certify that I have made an inspection and appraisal of the property located at 24 Munroe Court, Annapolis, Maryland and assessed in the name of Charles W. Brooks.

The lot is known as part of Lot 1 MP, has a frontage of 20 feet on Munroe Court and extends back approximately 160 feet to the right of way of the old B. and A. Railroad, The improvements consist of a two-story, brown shingle dwelling, approsimately 16 feet by 40 fset, with a front and back porch. The house has a composition roof, which appears to have been frequently patched, and which is in poor condition. The house contains no weather stripping and insulation and the outside woodwork and metal gutters are badly in need of paint.

The house has a full basement in which are located two laundry tubs, a National hot water heating boiler with Janitrol gas burner, and a Luskin gas hot water heater. The foundation is of concrete block. The electric wiring is poor and is not encased in BX cable.

The first floor contains an entrance hall with stairway, a small living room, a large dining room and an old fashioned kitchen with rear entrance and stairway to the basement. The second floor contains three bedrooms and an old fashioned bathroom, which is not tiled. The floors are single and of hard wood and the walls ars of plaster.

In my opinion, the fair market value of this property as of February 27, 1960 is $6,800.00, of which the land appraisal is $800.00 and the building appraisal $6,000.00.

In my opinion, this property is not suseeptible to division and should be sold and the proceeds divided among the heirs as their interest may appear.

This appraisal represents the independent opinion

13,500 Eq
Brooks & Basil
Examiner's Exh. 10
E/Clawans
examiner

45

FRED E. VOGES & COMPANY
SALES • REAL ESTATE • RENTALS
INSURANCE
THREE CHURCH CIRCLE - SPEER BUILDING • ANNAPOLIS, MARYLAND - COLONIAL 8-3351

of the appraiser, free from any commitments and free from any present or expected future interest in the property, with the sole compensation for the employment being a fair professional fee.

Respectfully submitted

F. E. V.

Fred E. Voges
Realtor and Appraiser

46

EDNA G. BROOKS 2703 Liberty Heights Avenue Baltimore 15, Maryland	*	NO. 13,500 EQUITY
	*	IN THE
Complainant	*	CIRCUIT COURT
VS	*	FOR
BETTY BROOKS BASIL, et al 24 Munroe Court Annapolis, Maryland	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * *

DECREE

This cause standing ready for hearing and being submitted, was read and considered by the Court:

IT IS THEREUPON, this 11th day of April, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the real estate mentioned in these proceedings be sold for the purpose of partition among the parties in interest; that William W. Townshend, Jr. and Samuel W. H. Meloy, 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 surety or sureties to be approved by the Court in the penalty of $ 7000 N, conditioned upon the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper published in Anne Arundel County and such other notice as they think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the date of sale; or at private sale, at a sum not less than its highest appraised value, 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 the same, with an annexed affidavit of the truth thereof; and of the fairness of said sale; and on the ratification of such sale by the Court 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

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recorded according to law, convey to the purchasor or purchasors of said property, 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, complainants and respondents, and those claiming by, from or under them or any 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.

D. Boyd Duckett
Judge

G 22056

LIBER 126 PAGE 206

LIBER 10 PAGE 239

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 13,500 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM W. TOWNSHEND, JR., and SAMUEL W. H. MELOY **of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** SEVEN THOUSAND AND NO/100 DOLLARS ($7,000.00) ---------- **current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, andeach 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** 29th **day of** April **, 1960 .**

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Edma G. Brooks vs. Betty Brooks Basil, et al., No. 13,500 Equity" **dated** April 11, 1960, William W. Townshend, Jr. & Samuel W.H. Meloy **were appointed Trustees to make sale of the property described in said proceedings, and the said** William W. Townshend, Jr., and Samuel W. H. Meloy ---------- **are about to execute said power and make sale of the property described in said proceedings.**

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

WITNESS:

William E. Kirk, As to all.

William W. Townshend, Jr. (SEAL)

Samuel W. H. Meloy (SEAL)

Globe Indemnity Company, a body corporate

By John H. Hopkins, IV.

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

SURETY

Bond approved this 2nd day of May, 1960

George T. Cromwell, Clerk

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1960 MAY -2 AM 10:28

49

Legal Notice

TOWNSHEND AND KL
Attorneys
Towns-Worth Bldg., South Street
Annapolis, Maryland

Trustee's Sale

Of Valuable Improved Fee Simple Real Estate

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, dated April 11, 1960, in Case No. 13,500 Equity entitled "Edna G. Brooks vs. Betty Brooks Basil et al", the undesigned Trustees will offer for sale at public auction on the premises known as 24 Munroe Court, Annapolis, Maryland on

Friday, May 27, 1960
at 11:30 A. M.

All of those parcels of ground situate, lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County, located on the northeast side of the Main Street or driveway leading from West Street into the property.

Known as The Monroe Estate and a part of Lot No. 18, all as shown on the revised plat of the Munroe Estate made by Walter C. Munroe, Civil Engineer, in February 1922.

FIRST: — All that lot beginning on the northeast side of aforesaid street or driveway at the end of the 1st line in the deed dated April 22, 1925 from Charles F. Lee et al to Edward R. Knodler and wife recorded in Liber WNW 105, Folio 267, said point of beginning being in the divisional line of Lot 18 and 19 on said plat and running North 9 degrees 13 minutes East, 121.78 ft. to the W.B. & A. Electric Railway; thence North 75 degrees, 14 minutes West, 22 ft.; thence South 9 degrees 13 minutes West, 123 ft., more or less, to the aforesaid Main Street or driveway; thence with the northeast side of said street or driveway, South 80 degrees 47 minutes East, 22 ft. to the place of beginning.

SECOND: — A strip of ground fronting 5 ft. on said Main Street or driveway and extending back 5 ft. in width to the W. B. & A. Elec. Railway and immediately adjoining the lot herein firstly described on the northwest. This strip of ground being, however, subject to the use in common of the adjoining owners of Lots 19 and 18 as a right of way of ingress to and egress from their respective properties, with the right of use in common with the owners of said lots of additional strip of ground 5 ft. in width immediately adjoining the 5 ft. strip secondly herein described on the northwest as a right of way of ingress and egress from their respective properties, it being the intention to make of the two 5 ft. strips of a right of way 10 ft. wide for use in common of the owners of the lots or parts of the Lots 17 and 18, the fee in said right of way to be owned ½ by the Grantees.

Being the same property conveyed unto Betty Brooks Basil, Charles W. Brooks, Jr. and Hilda A. Currier, now known as Hilda Virginia Shaffer by Charles W. Brooks and Lillian Brooks, his wife, by deed dated April, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 330 Folio 123. The said Charles W. Brooks and Lillian Brooks, his wife, having reserved unto themselves a life estate and both the said Charles W. Brooks and Lillian Brooks, his wife, having departed this life.

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

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OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 207

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 7, 1960

We hereby certify, that the annexed

Trustee's Sale

Betty Brooks Basil

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of May, 1960. The first insertion being made the 5th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

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By [illegible]

Terms of Sale: A cash deposit of ten per cent of the purchase price will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at six per cent per annum from the date of sale. All taxes and public charges to be adjusted to the date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR., Trustee
Towns-Worth Bldg., South Street
Annapolis, Maryland or
SAMUEL W. H. MELOY,
Trustee
Upper Marlboro, Maryland
ROBERT H. CAMPBELL,
Auctioneer M-26

LIBER 126 PAGE 208

ROBERT H. CAMPBELL ---------- Auctioneer

TOWNSHEND AND KIRK
ATTORNEYS
TOWNS-Worth Bldg., South Street
Annapolis, Maryland

LIBER 126 PAGE 209

TRUSTEES' SALE

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, dated April 11, 1960, in Case No. 13,500 Equity entitled "Edna G. Brooks vs. Betty Brooks Basil et al", the undersigned Trustees will offer for sale at public auction on the premises known as 24 Munroe Court, Annapolis, Maryland on

Friday, May 27, 1960

at 11:30 A.M.

All of those parcels of ground situate, lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County, located on the northeast side of the Main Street or driveway leading from West Street into the property.

Known as The Monroe Estate and a part of Lot No. 18, all as shown on the revised plat of the Munroe Estate made by Walter C. Munroe, Civil Engineer, in February 1922.

FIRST: — All that lot beginning on the northeast side of aforesaid street or driveway at the end of the 1st line in the deed dated April 22, 1925 from Charles F. Lee et al to Edward R. Knodler and wife recorded in Liber WNW 105, Folio 267, said point of beginning in the divisional line of Lot 18 and 19 on said plat and running thence with said divisional line North 9 degrees 13 minutes East, 121.78 ft. to the WB&A Elec. Railway; thence North 75 degrees 14 minutes West, 22 ft.; thence South 9 degrees 13 minutes West 123 ft., more or less, to the aforesaid Main Street or driveway; thence with the northeast side of said street or driveway, South 80 degrees 47 minutes East, 22 ft. to the place of beginning.

SECOND: — A strip of ground fronting 5 ft. on said Main Street or driveway and extending back 5 ft. in width to the WB&A Elec. Railway and immediately adjoining the lot herein firstly described on the northwest. This strip of ground being, however, subject to the use in common of the adjoining owners of Lots 19 and 18 as a right of way of ingress to and egress from their respective properties, with the right of use in common with the owners of said lots of an additional strip of ground 5 ft. in width immediately adjoining the 5 ft. strip secondly herein described on the northwest as a right of way of ingress and egress from their respective properties, it being the intention to make of the two 5 ft. strips of a right of way 10 ft. wide for the use in common of the owners of the lots or parts of the Lots 17 and 18, the fee in said right of way to be owned one-half by the Grantees.

Being the same property conveyed unto Betty Brooks Basil, Charles W. Brooks, Jr. and Hilda A. Currier, now known as Hilda Virginia Shaffier by Charles W. Brooks and Lillian Brooks, his wife, by deed dated April, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 330 Folio 123. The said Charles W. Brooks and Lillian Brooks, his wife, having reserved unto themselves a life estate and both the said Charles W. Brooks and Lillian Brooks, his wife, having departed this life.

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

Terms of Sale: A cash deposit of 10 per cent of the purchase price will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at 6 per cent per annum from the date of sale. All taxes and public charges to be adjusted to the date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR., Trustee
Towns-Worth Bldg., South Street
Annapolis, Maryland
Or
Samuel W. H. Meloy, Trustee
Upper Marlboro, Maryland

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1960 JUN -9 AM 11:09

5)

Annapolis, Maryland
May 27, 1960

I hereby certify that I have this twenty-seventh day of May, 1960, sold the property described on the reverse hereof unto

at and for the sum of $,6,100.00

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

Robert H. Campbell

Annapolis, Maryland
May 27, 1960

I/We hereby certify that I/we have this twenty-seventh day of May, 1960, purchased from William W. Townshend, Jr. and Samuel W. H. Meloy, Trustees, the property described on the reverse hereof, at and for the sum of $6,100.00,

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

Josephine Luongo
Purchaser Josephine Luongo

Nicolino Luongo
Purchaser Nicolino Luongo

LUONGO

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TS

EDNA G. BROOKS 2703 Liberty Heights Avenue Baltimore 15, Maryland	*	NO. 13,500 EQUITY
	*	IN THE
Complainant	*	CIRCUIT COURT
VS.	*	FOR
BETTY BROOKS BASIL, et al 24 Munroe Court Annapolis, Maryland	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * *

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The report of William W. Townshend, Jr. and Samuel W. H. Meloy, Trustees, appointed by the Decree in this cause to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond to the State of Maryland in the amount of $7,000.00 for security for the faithful discharge of their trust, as required by said Decree, they proceeded to make said sale, having given at least three weeks notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland and after having complied with all other requisites of said Decree, offered the property hereinafter described at public auction on the premises on Friday, May 27, 1960 at 11:30 a.m. and then and there sold said property unto Josephine Luongo and Nicolino Luongo at and for the sum of $6,100.00 being at that figure the highest bidders therefor, said property described as follows:

All of those parcels of ground situate, lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County, located on the northeast side of the Main Street or driveway leading from West Street into the property.

Known as the Monroe Estate and a part of Lot No. 18, all as shown on the revised plat of the Munroe Estate made by Walter C. Munroe, Civil Engineer, in February 1922.

FIRST: - All that lot beginning on the northeast side of aforesaid street or driveway at the end of the 1st line in the deed dated April 22, 1925 from Charles F. Lee et al to Edward R. Knodler and wife recorded in Liber WNW 105, Folio 267, said point of beginning in the divisional line of Lot 18 and 19 on said plat and running thence with said divisional line North 9 degrees

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13 minutes East, 121.78 ft. to the WB&A Elec. Railway; thence North 75 degrees 14 minutes West, 22 ft.; thence South 9 degrees 13 minutes West 123 ft., more or less, to the aforesaid Main Street or driveway; thence with the northeast side of said street or driveway, South 80 degrees 47 minutes East, 22 ft. to the place of beginning.

SECOND: - A strip of ground fronting 5 ft. on said Main Street or driveway and extending back 5 ft. in width to the WB&A Elec. Railway and immediately adjoining the lot herein firstly described on the northwest. This strip of ground being, however, subject to the use in common of the adjoining owners of Lots 19 and 18 as a right of way of ingress to and egress from their respective properties, with the right of use in common with the owners of said lots of an additional strip of ground 5 ft. in width immediately adjoining the 5 ft. strip secondly herein described on the northwest as a right of way of ingress and egress from their respective properties, it being the intention to make of the two 5 ft. strips of a right of way 10 ft. wide for the use in common of the owners of the lots or parts of the Lots 17 and 18, the fee in said right of way to be owned one-half by the Grantees.

AND the said Trustees further report that they have received from the said purchasers a deposit as required by the terms of said Decree and have also required the Purchasers' Agreement to comply with the terms of sale which are as follows: Terms of Sale: A Cash deposit of 10 per cent of the purchase price will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at 6 per cent per annum from the date of sale. All taxes and public charges to be adjusted to the date of sale.

That the price obtained for the property is a fair and reasonable one, that the sale was fairly made, and that the ratification of the sale as made is recommended. All of which is respectfully submitted,

William W. Townshend, Jr.

Samuel W. H. Meloy

Trustees named in Decree

54

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of June, 1960, before the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared William W. Townshend, Jr. and Samuel W. H. Meloy, Trustees, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set forth and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Viola J. Brown
Notary Public

ORDER NISI

LIBER 126 PAGE 215

Edna G. Brooks

versus

Betty Brooks Basil, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,500 Equity

Ordered, this 9th day of June, 19 60, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr. and Samuel W. H. Meloy, Trustees

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 inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sale was $ 6,100.00

George T. Cromwell Clerk.

True Copy,

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1960 JUN 9 AM 11:09

TEST: _____ Clerk.

(Final Order)

Edna G. Brooks

versus

Betty Brooks Basil, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 16th day of July, 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. Ernest
JUDGE.

FILED
1960 JUL 18 AM 11:06

56

LIBER 126 PAGE 216 OFFICI F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,500 Equity
Edna G. Brooks
versus
Betty Brooks Basil, et al

Ordered this 9th day of June, 1960, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., and Samuel W. H. Meloy, Trustees 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 inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sale was $8,100.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
Jy-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,500 Betty Brooks Basil

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 July, 1960. The first insertion being made the 14th day of June, 1960

THE CAPITAL-GAZETTE PRESS, INC.

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1960 JUL 13 PM 2:10

By H. Tilghman

No. M. G. 15701

57

In the Case of

Edna G. Brooks

vs.

Betty Brooks Basil,

et al

In the

Circuit Court

For

Anne Arundel County

No. 13,500 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Fickling

Auditor.

August 29, 1960.

FILED

1960 AUG 30 AM 10:36

Dr. Edna G. Brooks vs. Betty Brooks Basil, et al in ac.

To Trustees for Commissions, viz:	214	65	214	65
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	106	75		
Jos. W. Alton, Jr. - Sheriff's costs	9	35		
Emanual Klawans - Examiner's fee	10	00		
Irene Hazel - stenographer's fee	11	00		
Auditor - stating this account	40	50	197	60
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	105	00		
Capital-Gazette Press - order nisi (sale	15	00		
Capital-Gazette Press - order nisi (acct	12	00		
Speer Publications, Inc. - handbills	13	12		
Globe Indemnity Co. - bond premium	28	00		
Robert H. Campbell - auctioneer's fee	45	00		
Clerk of Court - certified copy mortgage	3	75		
H. M. Murray, Agent -fire insurance premium	10	00		
Fred E. Voges and Thos. C. Worthington, Jr.- appraisal and testimony	50	00		
William E. Kirk - fee for legal services to Trustees (Order 8/15/60)	125	00		
One-half Federal documentary stamps	3	57		
One-half State documentary stamps	7	15		
Viola J. Brown - notary fees	1	50		
Eleanor M. Dollar - notary fees	1	00	420	09
To Trustees for Taxes, viz:				
1959 State and County taxes	90	18		
1960 State and County taxes ($94.97) - adjusted to 5/27/60	37	69		
1958 Annapolis City taxes	76	49		
1959 Annapolis City taxes ($72.35) - adjusted to 5/27/60	65	75	270	11
To Trustees for Benefit Charges, viz:				
Metered water from 5/11/60 to 5/27/60	1	00	1	00
BALANCE FOR DISTRIBUTION _ $5,051.45				
Distributed as follows:				
(1) To Hilda A. Currier (now Schaffier) - one-third	1,683	82		
(2) To Edna G. Brooks, widow of Charles W. Brooke, Jr., who died 8/19/52- one-third (account widow's allowance) $1,683.82				
LESS Claim filed by Administrator for expenses:				
Register of Wills - Court costs $19.00				
Notice to Creditors 8.00				
Edw'd N. Bradley- appraiser's fee 10.00				

Vinton Bull - Appraiser's fee	10.00				
William E. Kirk- fee for legal services (Order 8/15/60)	40.00	87.00			
		1,596.82			
LESS 1% direct inheritance tax		15.97			
		1,580.85			
LESS One-half mortgage debt to Wm. H. Townshend, Jr., as Assignee of mortgage dated 3/18/53, viz: Amount of claim filed ($757.23) plus interest from 11/25/59 to 9/25/60 10 months ($794.89)		397.44	1,183	41	
(3) To Betty Brooks Basil - one-third		$1,683.81			
LESS One-half of mortgage debt to Wm. H. Townshend, Jr., as Assignee of mortgage dated 3/18/53, above set forth		397.45			
		$1,286.36			
LESS Net balance shown above applied on account judgment claim of Marcia A. Elliott in #8008 Law, as hereinafter set forth		1,286.36			
To William W. Townshend, Jr., Assignee of the mortgage filed in these proceedings - in full for mortgage claim:					
Amount of claim filed		$ 757.23			
Interest on balance due from 11/25/59 to 9/25/60- 10 months		37.66			
			794	89	
To William W. Townshend, Jr., Administrator of Charles W. Brooks, Jr., - expenses of administration as above			87	00	
To Register of Wills - 1% direct inheritance tax on interest of Charles W. Brooks, Jr., as above			15	97	
To Marcia A. Elliott - balance of distributive share of Betty B. Basil, to apply on claim in #8008 Law			1,286	36	5,051 45
					6,154 90

with

Cr.

William W. Townshend, Jr., and Samuel W. H. Meloy, Trustees

1960						
May	27	Proceeds of Sale	6,100	00		
		Interest on deferred payment of $5,490.00 to 7/27/60	54	90	6,154	90
					6,154	90

ORDER NISI

LIBER 126 PAGE 221

Edna G. Brooks

VERSUS

Betty Brooks Basil,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,500 Equity.

1960 AUG 30 AM 10:36

FILED

ORDERED, This 30th day of August, 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 3rd day of ~~September~~ October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of ~~September~~ October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of October, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D Bruce Duckett

1960 OCT -4 PM 3:34

61

OFFICE OF

LIBER 126 PAGE 222

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. 13,500 Equity

EDNA G. BROOKS
versus
BETTY BROOKS BASIL, et al

Ordered, this 30th day of August, 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 3rd 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 3rd day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

s-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26, 1960

We hereby certify, that the annexed Order Nisi Eq 13,500 Auditor Account Betty Brooks Basil

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 3rd day of October, 1960. The first insertion being made the 1st day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 16 [illegible] 1960 SEP 27 PM 2:08

62

MARY AUSTIN, Widow
Mountain Road
Pasadena, Maryland
c/o Angel's Store
COMPLAINANT

LIBER 126 PAGE 223

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

vs

PETER BELL (deceased) and
ELIZABETH BELL, his wife, (deceased)
Mountain Road
Lake Shore, A.A. Co., Md.
RESPONDENTS

and

ALL other persons, their heirs and assigns, and any corporations having or claiming to have any interest in the property situate, lying and being in the Third Election District of Anne Arundel County, known as "Fresh Pond Farm" containing 5.141 Acres, more or less, and more particularly described in this Bill of Complaint.

Equity: No. 13,844

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Complainant, by Edward J. Thompson, her Solicitor, respectfully represents unto your Honor:

1. That the Complainant, Mary Austin and William Austin, her husband, now deceased, became vested of title to the following described property by Deed dated December 14, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 174 Folio 174 from Joseph H. Pepper, former Treasurer of Anne Arundel County.

Beginning for the same at a pipe now set in the easterly line of the "Revised Plat of Bodkin Plains", filed among the Land Records of Anne Arundel County in Plat Book No. 9, page 46, said pipe marking the beginning point of the land described in the deed from Joseph H. Pepper, County Treasurer, to William Austin and Mary Austin, his wife, dated December 14th, 1937, and recorded as aforesaid in Liber F.A.M. No. 174, folio 174, said pipe also marks the end of the first line of the land described in the deed from Stephen Lark and Ann Elizabeth Lark, his wife, to Pritchet Camper, dated June 1, 1891, and recorded as aforesaid in Liber S.H. No. 39, folio 160; thence from said beginning pipe running along the waters edge of Fresh Pond the following five courses and distances, to wit: (1) South 40° -00' East 80', more or less, (2) North 83°-08'-10" East 234' more or less, (3) South 74°-12'-20" East 144' more or less, (4) North 64°-43'-40" East 160', more or less, and (5) North 64°-51'-10" East 135', more or less; thence leaving said Fresh Pond and running along the 13th line of the land described in the deed from Joshua S. Linthicum and Bertha Linthicum, his wife, to Pierce T. Meagher and Catherine Meagher, his wife, dated October 16, 1924, and recorded as aforesaid in Liber W.N.W. No. 75, folio 496, South 5°-09'-10" West 118.00', passing over a pipe now set 22' more or less from the beginning of said line, to a pipe now set; thence running along the 14th line of said last mentioned deed South 8°-44'-40" West 320.38' to a pipe now set.

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1960 JUN 23 AM 9:57

Thence running along the 15th line of said deed South 6°-09'-20" West 150.06' to a pipe previously set; thence running along a portion of the 16th line of said deed South 25°-09'-20" West 44.37' to a pipe now set in the northerly line of the new Mountain Road (40' wide); thence running along the northerly line of said Road the following four courses and distances, to wit: (1) North 89°-10'-40" West 62.81', (2) North 88°-01-40" West 48.79', (3) North 84°-24'-40" West 48.17', and (4) North 80°-49'-40" West 19.31' to a pipe now set; thence leaving said Road and running North 36°-37'-20" West 697.20' to the place of beginning. Containing 5.141 acres more or less as surveyed by Ralph G. Snyder, Land Surveyor, November 13, 1959.

Being the same land described in the deed from Joseph H. Pepper, County Treasurer, to William Austin and Mary Austin, his wife, dated December 14, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 174.

2. That the above described lot of ground is the same lot of ground which on October 13, 1936, Joseph H. Pepper, Treasurer of Anne Arundel County did sell at public sale to William Austin (tax sale proceedings No. 3105) all the right, title and interest of Peter Bell in and to the said lot of ground to enforce the payment of taxes then in default. Copy of Tax Sale Certificate No. 3105 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 30th day of November, 1937, and pursuant thereto, Joseph H. Pepper, Treasurer for Anne Arundel County, Maryland, granted and conveyed the said lot of ground to William Austin and Mary Austin, his wife, by deed dated December 14, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 174 folio 174, the aforesaid Peter Bell joining in the said conveyance with Joseph H. Pepper and thereby releasing all of his right, title and interest to and in the said described property, as follows:

All that piece or parcel of ground, situate, lying, and being in the Third Election District of Anne Arundel County, Maryland and more particularly described as follows;

Known as a part of "Fresh Pond Farm" and supposed to contain about three acres of land, more or less, herein described and enclosed within the following metes and bounds.

BEGINNING for the same at a stake and a stone planted about two hundred yards northwest of the Mountain Public Road on the dividing line between what is known as "The Blunt" farm and the said "Fresh Pond Farm"; said stake and stone being the second or Northwestern boundary stone of a tract of land conveyed to a certain Bitchet Camper by Stephen Lark and wife by deed dated June 1st, 1891, and recorded in Liber SH No. 39 folio 160, etc; thence with the second or north boundary line of the said Camper's land in a north easterly course, a distance of about two hundred yards to a stake and a stone planted on the bank of a small branch said stake and stone being the third or northeastern boundary of

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the said Camper's land; thence with said small branch but in a straight line in a southeasterly course a distance of about two hundred yards to a stone planted on the west side of the road which leads from the Mountain Public Road to a body of water known as "Fresh Pond"; thence with said "Fresh Pond" road a northerly course a distance of about one hundred yards to a stone planted at the foot of a notched chestnut tree which stands on the east side of the said "Fresh Pond" road; said stone and tree forms the first or beginning boundary of a certain tract of land conveyed by Stephen Lark and wife to a certain Resin Prout by deed dated July 25, 1891 and recorded in Liber SH No. 39 folio 330 etc; thence northerly course following the first and second or Western Boundary lines of the said Prout's land to a stone planted on the bank of the said "Fresh Pond" said stone also being the northwestern boundary of the said Prout's land; thence a westerly course with the water line of the said "Fresh Pond" a distance of about two hundred yards to a point where the said water line intersects the Eastern boundary line of the above mentioned "Blunt Farm" where a stake and a stone is now planted; thence with the said Western boundary line of the "Blunt Farm" reversed in a Southerly course a distance of about two hundred yards or to the place of beginning. (Copy of Deed attached -Exhib. I)

4. That at the time of said sale by the Treasurer of Anne Arundel County, Peter Bell and Elizabeth Bell, his wife, were vested of title to the property sold, however, the said Elizabeth Bell was not made a party to the tax sale proceedings and further that the property described in said proceedings did not adequately describe the property sold thereunder.

5. That the Land Records and Assessment Records of Anne Arundel County disclose that the said property was conveyed to Elizabeth Bell by Deed from Nicholas Walker recorded in Liber G.W. 37 folio 107, of the Land Records of Anne Arundel County, and was assessed to Peter Bell on the date the property was sold for non-payment of taxes.

6. That the property herein referred to in paragraph 1, has not been redeemd 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 proceedings No. 3105 with interest from the date of sale to the 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).

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 Complainant.

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.

Edward J. Thompson

Edward J. Thompson
Solicitor for Complainant
1515 Washington Blvd.
Baltimore 30, Maryland
Saratoga 7-2538

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(MD. ST. TAX STAMP 10¢)

THIS DEED, made this 14th day of December 1937, by and between JOSEPH H. PEPPER, County Treasurer of Anne Arundel County, party of the first part, PETER BELL, party of the second part, and WILLIAM AUSTIN and MARY AUSTIN, his wife, parties of the third part, all of Anne Arundel County, State of Maryland.

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year nineteen hundred and thirty-five and assessed to Peter Bell, and the said Joseph H. Pepper County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

AND WHEREAS, on the 13th day of October, 1936, the said Joseph H. Pepper, County Treasurer as aforesaid, sold said property hereinafter described, at public sale to William Austin and Mary Austin, his wife, at and for the sum of twenty three ($23.00) and no/100 dollars, they being then and there the highest offer therefor;

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law complied with, an order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by the said Court on the thirtieth day of November, 1937 and the said Josaph H. Pepper County Treasurer is authorized by law, to execute this deed.

AND WHEREAS, the said Peter Bell, party of the second part, for and in consideration of the sum of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, joins herein to convey al his right, titla and interest and estate in and to said herainaftar describad property.

NOW THEREFORE, THIS DEED WITNESSETH, that for and in consideration of tha premises and the sum of twenty-three dollars, the said Josaph H. Papper, County Treasurar, of the first part, and Petar Bell party of the sacond part, do hereby grant and convey unto the said William Austin and Mary Austin his wifa, as tanants by tha entiretias, thair heirs and assigns, in fee simple.

ALL that piace or parcel of ground, situate, lying and being in the THIRD ELECTION DISTRICT of Anna Arundal County, Maryland, and more particularly described as follows:

KNOWN as a part of "fresh Pond Farm" and supposed to contain about thrae acres of land, more or less, herein described and enclosed within the following metes and bounds.

BEGINNING for the sama at a staka and a stone plantad about two hundred yards north west of the Mountain Public Road on the dividing lina batwaan what is known as "Tha Blunt" farm and tha said "Fresh Pond Farm", said stake and stone being the second or northwastern boundary stone of a tract of land conveyad to a cartain Bitchet Campar by Staphan Lark and wife, by daed datad June 1st, 1891, and recorded in Libar S'H. No. 39, folio 160, atc., thance with the sacond or north boundary lina of tha said Camper's land in a north aastarly course, a distanca of about two hundrad yards to a staka and a stona planted on tha bank of a small branch said staka and stone baing the third or north eastarn boundary of the said Campar's land; thanca with said small branch but in a straight line in a southaastarly coursa a distance of about two hundrad yards to a stone planted on the west side of the road which leads from the Mountain Public Road, to a body of water known as "Frash Pond"; thence with said "Fresh Pond" road a northarly coursa a distanca of about ona hundred yards to a stona planted at tha foot of a notchad chastnut trae which stands on the east side of the said "Frash Pond" road; said stone and tree forms the first or baginning boundary of a cartain tract of land conveyad by Stephan Lark and wife to a certain Rasin Prout by deed dated July 25, 1891, and recorded in Liber S'H. No. 39, folio 330 atc. thenca a northarly coursa following the first and second or westarn boundary lines of the said Prout's land to a stona planted on the bank of tha said "Frash Pond" said stona also baing tha northwestarn boundary of tha said Prout's land; thence a wasterly course with tha water line of tha said "Fresh Pond" a distance of about two hundred yards to a point whera the said water line intersacts the aastam boundary lina of the above mentionad "Blunt Farm" whara a stake and a stone is now planted; thence with tha said wastern boundary lina of the "Blunt Farm", reversad in a southarly coursa a distanca of about two hundred yards on to the place of beginning.

BEING the same property which was conveyed to Nicholas Walker by Staphen Lark and Ann Elizabath Lark his wife, by dead dated April 18th, 1893, and racorded among tha land racords of Anne Arundel County in Liber S'H. No. 43, folio 476, and being also tha sama property which

was conveyed to Elizabeth Bell by Nicholas Walker and Martha Walker, his wife, by deed dated May 18th, 1904, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 37 folio 107.

TOGETHER with the improvements thereon, made or being, and the rights, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property above described or mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said William Austin and Mary Austin his wife, as tenants by the entireties, theirheirs and assigns, in fee simple, as tenants by the entireties, their heirs and assigns, in fee simple forever.

WITNESS our hands andseals thedaysand year first above written.

ATTEST:

VIOLA KINDRED

ATTEST:

VIOLA KINDRED

ROBERT E. KINDRED

JOSEPH H. PEPPER (SEAL)

Treasurer of Anne Arundel County.

PETER his X mark BELL (SEAL)

Deed prepared without title examination.
Robert E.Kindred, Atty.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 14th day of December 1937, beforeme, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph H. Pepper, Treasurer of Anne Arundel County, and also personally appeared Peter Bell, and each acknowledged the aforegoing deed to be his act.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

VIOLA KINDRED
NOTARY PUBLIC

RECORDED DECEMBER 14, 1937 at 12 M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing PHOTOSTAT is truly taken and copied from Liber F.A.M. No. 174 folio 174, 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 20th day of June A. D., 1960

Clerk of the Circuit Court for Anne Arundel County

EXHIBIT NO. 2

LIBER 120 PAGE 230

Duplicate of Certificate 3105

Nº 3010-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr., Successor to Joseph H. Pepper ~~Collector~~ of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1936, I sold to William Austin at public auction for the sum of 22.43 Dollars and ____ Cents, of which 22.43 Dollars has been paid as a deposit on the property in Dist 3. described as 3 acres and improvements situated near Lake Shore.

and assessed to Peter Bell

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1937, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14th day of June 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of ~~October~~ June, 1960, 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,

Ruth M. Loving
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 JUN 23 AM 9:57

LIBER 126 PAGE 231

MARY AUSTIN, Widow
Mountain Road
Pasadena, Maryland
c/o Angel's Store
COMPLAINANT

vs

PETER BELL (deceased) and
ELIZABETH BELL, his wife, (deceased)
Mountain Road
Lake Shore, A.A. Co., Md.
RESPONDENTS

and

All Other persons, their heirs and assigns, and any corporations having or claiming to have any interest in the property situate, lying and being in the Third Election District of Anne Arundel County, known as "Fresh Pond Farm" containing 5.141 Acres, more or less, and more particularly described in this Bill of Complaint.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 13,844

ORDER OF PUBLICATION

The object and purpose of this proceeding is to secure the foreclosure of all rights of the Respondents in and to the following described property located in the Third Election District of Anne Arundel County, State of Maryland, known as "Fresh Pond Farm" containing 5.141 Acres, more or less, and more particularly described as follows:

BEGINNING for the same at a pipe now set in the easterly line of the "Revised Plat of Bodkin Plains", filed among the Land Records of Anne Arundel County in Plat Book No. 9, page 46, said pipe marking the beginning point of the land described in the deed from Joseph H. Pepper, County Treasurer, to William Austin and Mary Austin, his wife, dated December 14th, 1937, and recorded as aforesaid in Liber F.A.M. No. 174, folio 174, said pipe also marks the end of the first line of the land described in the deed from Stephen Lark and Ann Elizabeth Lark, his wife, to Pritchet Camper, dated June 1, 1891, and recorded as aforesaid in Liber S.H. No. 39, folio 160; thence from said beginning pipe running along the waters edge of Fresh Pond the following five courses and distances, to wit: (1) South 40°-00' East 80', more or less, (2) North 83°-08'-10" East 234' more or less, (3) South 74°-12'-20" East 144' more or less, (4) North 64°-43'-40" East 160', more or less, and (5) North 64°-51'-10" East 135', more or less; thence leaving said Fresh Pond and running along the 13th line of the land described in the deed from Joshua S. Linthicum and Bertha Linthicum, his wife, to Pierce T. Meagher and Catherine Meagher, his wife, dated October 16, 1924, and recorded as aforesaid in Liber W.N.W. No. 75, folio 496, South 5°-09'-10" West 118.00', passing over a pipe now set 22' more or less from the beginning of said line, to a pipe now set; thence running along the 14th line of said last mentioned deed South 8°-44'-40" West 320.38' to a pipe now set.

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1960 JUN 23 AM 9:57

Thence running along the 15th line of said deed South 6°-09'-20" West 150.06' to a pipe previously set; thence running along a portion of the 16th line of said deed South 25°-09'-20" West 44.37' to a pipe now set in the northerly line of the new Mountain Road (40' wide); thence running along the northerly line of said Road the following four courses and distances, to wit; (1) North 89°-10'-40" West 62.81', (2) North 88°-01-40" West 48.79', (3) North 84°-24'-40" West 48.17', and (4) North 80°-49'-40" West 19.31' to a pipe now set; thence leaving said Road and running North 36°-37'-20" West 697.20' to the place of beginning. Containing 5.141 acres, more or less as surveyed by Ralp G. Snyder, Land Surveyor, November 13, 1959.

BEING the same land described in the deed from Joseph H. Pepper, County Treasurer, to William Austin and Mary Austin, his wife, dated December 14, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 174.

See also, Tax Sale Proceedings No. 3105

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 23rd day of June, 1960, 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 1st day of September, 1960, 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 1st day of September 1960, 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 Complainant a title free and clear of all encumbrances.

George T. Cromwell

10

EDWARD J. THOMPSON
1515 Washington Blvd.
Baltimore 30, Mary

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 13,844

MARY AUSTIN, Widow
Mountain Road
Pasadena, Maryland
c-o Angel's Store
Complainant

vs

PETER BELL (deceased) and ELIZABETH BELL, his wife, (deceased)
Mountain Road
Lake Shore, A.A. Co., Md.
Respondents

and

All Other persons, their heirs and assigns, and any corporations having or claiming to have any interest in the property situate, lying and being in the Third Election District of Anne Arundel County, known as "Fresh Pond Farm" containing 5.141 Acres, more or less, and more particularly described in this Bill of Complaint.

Order Of Publication

The object and purpose of this proceeding is to secure the foreclosure of all rights of the Respondents in and to the following described [illegible] in the Third Election District of Anne Arundel County, State of Maryland, known as "Fresh Pond Farm" containing 5.141 Acres, more or less, and more particularly described as follows:

BEGINNING for the same at a pipe now set in the easterly line of the "Revised Plat of Bodkin Plains," filed among the Land Records of Anne Arundel County in Plat Book No. 9, page 46, said pipe marking the beginning point of the land described in the deed from Joseph H. Pepper, County Treasurer, to William Austin and Mary Austin, his wife, dated December 14th, 1937, and recorded as aforesaid in Liber F.A.M. No. 174 folio 174, said pipe also marks the end of the first line of the land described in the deed from Stephen Lark and Ann Elizabeth Lark, his wife, to Pritchet Camper, dated June 1, 19[illegible], and recorded as aforesaid in Liber S.H. No. 39, folio 100; thence from said beginning pipe running along the waters edge of Fresh Pond the following five courses and distances to wit: (1) South 40 degrees-09' East 89', more or less, (2) North 23 degrees-09'-10" East 234' more or less, (3) South 74 degrees-12' 20" East 141' more or less, (4) North 64 degrees-43'-19" East 163' more or less, and (5) North 64 degrees - 51'-10" East 135.' more or less: thence leaving said Fresh Pond and running along the 12th line of the land described in the deed from Joshua S. Linthicum and Bertha Linthicum, his wife, to Pierce T. Meagher and Catherine Meagher, his wife, dated October 16, 1924, and recorded as aforesaid in Liber W.N.W. No. 75, folio 493, South 5 degrees-09'-10" West 118.09', passing over a pipe now set 22' more or less from the beginning of said line, to a pipe now set; thence running along the 14th line of said last mentioned deed South 8 degrees 44'-40" West 320.38' to a pipe now set. Thence running along the 15th line of said deed South 6 degrees -09'-20" West 150.06' to a pipe previously set; thence running along a portion of the 16th line of said deed South 25 degrees-09'-20" West 44.37' to a pipe now set in the northerly line of the new Mountain Road (40' wide); thence running along the northerly line of said Road the following four courses and dis-

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 233

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 21, 1960

We hereby certify, that the annexed Order of Publication Eq 13,844 Peter Bell (deceased) Property

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of September, 1960. The first insertion being made the 30th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUL 21 PM 3:17

By H. Tilghman

tances, to wit: (1) North 69 degrees - 16' - 40" West 62.81', (2) North 53 degrees-01-40" West 40.79', (3) North 34 degrees-24'-40" West 43.17', and (4) North 80 degrees-49'-40" West 19.31' to a pipe now set; thence leaving said Road and running North 35 degrees-37'-20" West 697.20' to the place of beginning. Containing 5.141 acres, more or less as surveyed by Ralph G. Snyder, Land Surveyor, November 13, 1959.

BEING the same land described in the deed from Joseph H. Pepper, County Treasurer, to William Austin and Mary Austin, his wife, dated December 14, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 174.

See also, Tax Sale Proceedings No. 3165.

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 23rd day of June, 1960, 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 1st day of September, 1960, 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 1st day of September, 1960, 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 Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWEEL
Clerk

True Copy, TEST:
GEORGE T. CROMWELL
Clerk

Jy-21

LIBER 126 PAGE 234

MARY AUSTIN, Widow COMPLAINANT	*	IN THE
VS	*	CIRCUIT COURT FOR
PETER BELL AND ELIZABETH BELL RESPONDENTS	* * *	ANNE ARUNDEL COUNTY
	*	Equity: No. 13,844

MILITARY AFFIDAVIT

I HEREBY CERTIFY that Mary Austin, Complainant in the above entitled case appeared before me, the subscriber, and made oath in due form of law, that the Respondents, Peter Bell and Elizabeth Bell are deceased, and are therefore not in the Military Service.

Mary Austin

Mary Austin

Edward J. Thompson

Edward J. Thompson
Notary Public

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LIBER 126 PAGE 236

STATE OF MARYLAND—CERTIFICATE OF DEATH

11593

1. PLACE OF DEATH
Anne Arundel
Crownsville State Hospital No. St., Ward
(If death occurred in a hospital or institution, give its NAME instead of street and number)
Registration Dist. No. 27
Duration of residence in city or town where death occurred yrs. 8 mos. 17 ds. How long in U.S. if of foreign birth? yrs. mos. ds.

2. FULL NAME Elizabeth Bell
Residence No. Baltimore City St., Ward.
(Usual place of abode)
If nonresident give city or town and State

PERSONAL AND STATISTICAL PARTICULARS

4. COLOR OR RACE	5. SINGLE, MARRIED, WIDOWED, OR DIVORCED (write the word)
Female black	married

Married (Unknown)

1856

Months	Days	If LESS than 1 day, hrs. or min.
75	Unknown	

Housework

11. Total time (years) spent in this occupation

Maryland

John Anderson

Maryland

Annie Cole

Unknown

Hospital Records

Crownsville, Maryland

Baltimore Date Oct 21, 1931

Mrs. Chas. G. Bailey

1421 Jefferson Ave

Registrar.

MEDICAL CERTIFICATE OF DEATH

21. DATE OF DEATH
October 27th (Month) (Day) 1931 (Year)

22. I HEREBY CERTIFY, That I attended deceased from February 10, 1931, to October 27, 1931
I last saw her alive on October 27, 1931; death is said to have occurred on the date stated above, at 9:30 A.M.
The PRINCIPAL CAUSE OF DEATH and related causes of importance were as follows:

	Date of onset
Cerebral Arteriosclerosis	?
Other Contributory Causes of importance: Senility	?

Name of operation ------- Date of
What test confirmed diagnosis? ---- Was there an autopsy?

23. If death was due to external causes (VIOLENCE) fill in also the following:
Accident, suicide, or homicide? ----- Date of injury, 19
Where did injury occur? ---------
(Specify city or town, county and State)
Specify whether injury occurred in INDUSTRY, in HOME, or in PUBLIC PLACE

Manner of injury
Nature of injury ----

24. Was disease or injury in any way related to occupation of deceased?
If so, specify
(Signed) [signature] M. D.
(Address) Crownsville, Maryland

If more blanks are needed, address State Registrar, 2411 N. Charles Street, Baltimore, Requesting U. S. No. 1.

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A RECORD OF FILE WITH THE DIVISION OF STATISTICAL RESEARCH AND RECORDS.

VALID ONLY AUG 31 1960 DATE ISSUED

Arthur S. Kraus SC.D., CHIEF
DIVISION OF STATISTICAL RESEARCH AND RECORDS

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LIBER 126 PAGE 237

MARYLAND STATE DEPARTMENT OF HEALTH

Bureau of Vital Statistics, Baltimore

Reg. District No. 21

CERTIFICATE OF DEATH

03590

1. PLACE OF DEATH:
County: Anne Arundel
City or town: Lakeshore (If outside city or town limits, write RURAL and give town)
Street address, hospital, or institution:
Length of stay in hospital or inst. (yrs., mos., or days)
Length of stay in this community (yrs., mos., or days) 15 yrs

2. HOME (USUAL RESIDENCE) OF DECEASED:
(a) State: Md. (b) County: Anne Arundel
(c) City or town: Lakeshore (If outside city or town limits, write RURAL and give town)
(d) Street No. (If rural give location)
(e) If foreign born, how long in U. S. A.? years

3. FULL NAME: Peter Bell
(b) If married, name wife
(c) Social Security No.

4. Sex: male
5. Color or race: negro
6. (a) Single, married, widowed, or divorced: widower
Name of husband or wife: unknown
(c) If alive, give age years

7. Date of death (mo., day, yr.) unknown

Age	Years	Months	Days	If less than one day
	58			hr. min.

8. Birthplace: Virginia (Town, county, and state)
9. Usual occupation: laborer
10. Kind of business or industry: unknown
11. Race
12. Birthplace
13. Maiden Name
14. Birthplace
15. (a) Informant: Wm. Alston
(b) Address: P.O. Pasadena, Md.
16. (a) Disposal: burial (Burial, cremation, or removal) (b) Date thereof 4-30-39 (month) (day) (year)
(c) Cemetery or crematory: Magothy
Location: A. A. Co.
(d) Funeral director: Jas. Hayes
Address: Baltimore, Md.
4-28-1939 (b) L. A. Breit Registrar

MEDICAL CERTIFICATION

20. Date of death April 28 1939, at 4 p M

21. I certify that death occurred on the date above stated; that I attended deceased from Mar. 10 1939, to Apr. 28 1939 and that I last saw him alive on Apr. 27 1939

Immediate cause of death: Chronic myocarditis — Duration: indefin

Due to

Due to

Other conditions: Arteriosclerosis

(Include pregnancy within 3 months of death)

Major findings:
Of operations
Of autopsy

PHYSICIAN
Underline the cause to which death should be charged statistically.

22. If death was due to external causes, fill in the following:
(a) Accident, suicide, or homicide
(b) Date of occurrence
(c) Where did injury occur? (City or town) (County) (State)
(d) Did injury occur about home, on farm, industrial place, in public place? (Specify type of place) While at work?
(e) Means of injury

23. Signature L. A. Breit M.D. M. D. or other
Address Pasadena, Md. Date signed 4-28-39

VALID ONLY WITH IMPRESSED SEAL

I CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A RECORD WITH THE DIVISION OF STATISTICAL RESEARCH AND RECORDS.

AUG 31 1960

LAPE I. SUED

C. Walter Kramer SC.D., CHIEF
DIVISION OF STATISTICAL RESEARCH AND RECORDS

MARY AUSTIN, Widow COMPLAINANT	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
PETER BELL, (deceased) and ELIZABETH BELL, his wife (deceased)	*	ANNE ARUNDEL COUNTY
ET AL. RESPONDENTS	*	
	*	Equity: No. 13,844
	*	

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Mary Austin, Widow, by Edward J. Thompson, her Solicitor, respotfully shows:

1. That a subpoena was issued for the following Respondents and that the same has been returned twice marked "Non Est" and "Non Sunt".

2. That the Respondents, named as follows:

PETER BELL and

ELIZABETH BELL

have both departed this life as evidenced by the certified certicates of death issued by the Maryland State Department of Health, which certificates are attached hereto and prayed to be made a part of the evidence of this case.

3. That no other persons or parties have 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.

WHEREFORE, your Petitioner prays that this Bill of Complaint be taken Decree Pro Confesso as against said Respondents.

Mary Austin
Mary Austin
Complainant

Edward J. Thompson
Edward J. Thompson
Solicitor for Complainant
1515 Washington Blvd.
Baltimore 30, Maryland

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MARY AUSTIN, Widow
COMPLAINANT

VS

PETER BELL and
ELIZABETH BELL
RESPONDENTS

LIBER 126 PAGE 239

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity: No. 13,844

DECREE PRO CONFESSO

It appearing from the Proceedings in this cause that subpoenas have been returned against the Respondents named in Paragraph No. 2 of the Petition for Decree Pro Confesso marked "Non Est" and "Non Sunt", and that the Respondents are deceased as evidenced by the certificates of death attached to the said Petition, and that all other Respondents were notified by Order of Publication, and that the Order of Publication heretofore 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 9th day of September, 1960, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be, and the same is hereby taken as Decree Pro Confesso against said Respondents.

Matthew S. Evans
Judge

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LIBER 126 PAGE 240

MARY AUSTIN, Widow COMPLAINANT VS. PETER BELL, (deceased) and ELIZABETH BELL, his wife, (deceased) ET AL, RESPONDENTS	* * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity: No. 13,844

DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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), it is thereupon this 17th day of October, 1960, by the Circuit Court of Anne Arundel County in Equity,

ADJUDGED, ORDERED AND DECREED:

1. That all rights of remedy of the Respondents or anyone claiming by, through, from or under them, or any of them, in and to the property described in this proceeding 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 indefeasible title in fee-simple to said property described in Deed recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 174, free and clear of all alienations accruing prior to this Decree, as well as all encumbrances and all existing tax assessments to which the same are subject are hereby vested in the Complainant.

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 Complainant, Mary Austin, 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 there be, together with all taxes and other county or municipal liens and interest and penalties thereon, accruing

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subsequent to the date of sale.

4. That the Complainant shall pay the costs of these proceedings.

JUDGE

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this _____ day of October, A.D., 1960.

_____, Clerk

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PETITION FOR FORECLOSURE

LIBER 126 PAGE 242

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

VS.

WILLIAM M. ALBERT and AUDREY ALBERT, his wife
2 Gilmore Street, Fernglen Manor,
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,809 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 21st day of July A. D. 1959 the defendant executed and delivered to Progress Federal Savings and Loan Association a mortgage upon certain leasehold property in ~~the City of Baltimore~~ Anne Arundel County therein described, to secure the payment of the mortgage debt of $ 9,500.00 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. That said mortgagors have defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said mortgage and have continued said default to the date hereof.

And your petitioner 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.

Paul F. Due

Paul F. Due *Attorney for Plaintiff*

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LIBER 126 PAGE 243

BOOK 1314 PAGE 561

No. 13,808 Equity

This Mortgage, Made this 21st day of July, in the year one thousand, nine hundred and fifty-nine, between William M. Albert and Audrey B. Albert, his wife

of Anne Arundel County, in the State of Maryland, Mortgagor (throughout this mortgage, the word "Mortgagor" and the singular number and masculine gender used in referring to the "Mortgagor" shall be deemed to constitute joint and several reference to the signer or signers of this mortgage, regardless of actual number and gender), and PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Nine thousand five hundred and 00/100 ($9,500.00)---------- 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 Eighty-five and 00/100 ($85.00)---------- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

Notwithstanding any other provision of this mortgage, the Mortgagor agrees to pay a "late charge" not to exceed 4% (four) of any installment which is not paid within 20 (twenty) days of the due date thereof, to cover the extra expense involved in the handling of such delinquent payments.

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

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

BEING all that lot of ground known as Lot No. 9, Section D on Plat of Fernglen Manor, recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 17.

BEING the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by William Wallace Reid unto the mortgagors herein.

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

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefits of renewal forever; subject to the payment of the yearly rent of $90.00 payable one-half yearly on the 23rd days of March and September in eabh and every year.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest herein above specified from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity; and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, 180 days' interest, at the rate specified in this mortgage, on the amount prepaid, may be charged by said Mortgagee.

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

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Sections 720 to 732 inclusive, of Chapter 123, Laws of Maryland, passed at the January Session in the year 1898, or any supplement thereto—or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by PAUL F. DUE, their duly constituted Attorney or Agent, under the provisions of Sections 6 to 15 inclusive, of Chapter 12 of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to Mortgages; and upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty Dollars, and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City or County aforesaid; (2) To the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) The surplus, (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

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

WITNESS the hand s and seal s of the said Mortgagor s

WITNESS:

Sarah C. Kirby

William M. Albert (SEAL)
William M. Albert

Audrey B. Albert (SEAL)
Audrey B. Albert

(SEAL)

(SEAL)

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LIBER 126 PAGE 246

BOOK 1314 PAGE 564

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 21st day of July, 19 59 before me, the subscriber, a Notary Public, of the State of Maryland in and for the County of Baltimore personally appeared William M. Albert and Audrey B. Albert, 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 Clayton Demarest, Jr. 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.

Sarah C. Kirby
Sarah C. Kirby Notary Public.

My commission expires May 1, 19 61

12.00

Rec'd for record July 23, 1959, at 2:16 P.M.
Mailed to Due, Nickerson, Whiteford + Taylor

MORTGAGE

FROM

WILLIAM M. ALBERT AND AUDREY B. ALBERT, HIS WIFE

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19 59 at o'clock M. Same day recorded in Liber No. Folio, etc., one of the Land Records of Baltimore City, and examined per Clerk.

Cost of Record, $ 12.00

DUE, NICKERSON, WHITEFORD & TAYLOR
Attorneys at Law
200 Baltimore Life Bldg.
Baltimore, Maryland

The John D. Lucas Ptg. Co., Baltimore 11, Maryland

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

PROGRESS FEDERAL S & L ASSOCIATION
200 West Saratoga Street
Baltimore 1, Maryland

vs.

William M. Albert and Audrey
2 Gilmore Street - Fernglen Manor
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

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

No. 13,809 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Clayton Demarest, Jr., President of Progress Federal Savings and Loan Association

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

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

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

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

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

PROGRESS FEDERAL S & L ASSOCIATION

Clayton Demarest, Jr.

Affiant.

Clayton Demarest, Jr., President

Subscribed and sworn to before me

this 24th day of May 1960

Sabina M. Ragland

Notary Public

Sabina M. Ragland

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STATEMENT OF MORTGA CLAIM

LIBER 126 PAGE 248

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

WILLIAM M. ALBERT AND AUDREY ALBERT, his wife
2 Gilmore Street, Fernglen Manor
Glen Burnie, Maryland

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

IN THE

CIRCUIT COURT

—OF—

Anne Arundel County

STATEMENT OF MORTGAGE DEBT

No. 13,809 Equity

ORIGINAL AMOUNT OF MORTGAGE	$9,500.00
Add: Interest	439.18
Ground rent and insurance	122.36
	$10,061.54
Less: Payments to date	796.08
AMOUNT DUE	$9,265.46

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 25th day of May in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for County of Baltimore, personally appeared Clayton Demarest, Jr., President of Progress Federal Savings and Loan Association

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

1960 MAY 26 AM 11 32

As witness my hand and Notarial Seal,

Sarah C. Kirby Notary Public.

My Comm. Expires: May 1, 1961

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DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

WILLIAM M. ALBERT and AUDREY ALBERT, his wife
2 Gilmore Street, Fernglen Manor,
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

No. 13,809 Equity

TERM, 19

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

It, is, Thereupon, This 26th day of ~~June~~ May, in the year nineteen hundred and sixty, by the Circuit Court of ~~XXXXXXXXXXXX~~ Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that B. Conway Taylor, Jr. be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of these 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 $9,500.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~XXXXXXXXXXXX~~ 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 for all cash as the purchaser may elect, the credit payments to bear interest from the day of sale, and to be secured by the notes or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew Evans

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Trustee's Bond

LIBER 126 PAGE 250
LIBER 10 PAGE 293

No. 12 [illegible]

KNOW ALL MEN BY THESE PRESENTS:

THAT WE B. Conway Taylor, Jr., 206 Meyerhoff Building, Baltimore 1, Maryland as principal, and Maryland Casualty Company, a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Five Hundred and No/100 - - - - - ($9,500.00) - - 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 27th day of June in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden B. Conway Taylor, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Progress Federal Savings and Loan Association

vs.

William M. Albert and Audrey Albert, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Sarah C. Kirby

B. Conway Taylor, Jr. (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By A. Robinson Cohee, Jr. (SEAL)
Attorney-in-Fact
A. Robinson Cohee, Jr.

Signed, sealed and delivered in the presence of

Carol Armstrong
Carol Armstrong

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans and A. Robinson Cohee, Jr. its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1960.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier,
Assistant Secretary

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

June 27, 1960

Maryland Casualty Company

D. W. Vauthier
Assistant Secretary

FILED

1960 JUN 25 AM 9:26

Bond approved this 25 day of June, 1960

George T. Cromwell, Clerk

9

The Progress Federal Savings & Loan Association, a body corporate

vs/

William M. Albert and Audrey Albert, his wife

In The Circuit Court

For

Anne Arundel County
(In Equity)

DUE, NICKERSON
WHITEFORD and TAYLOR
Solicitors
301 N. Charles St.
Balto. 1, Md.

Trustee's Sale

Of Valuable Dwelling Property

NO. 2 GILMOR ST. FERNGLEN MANOR, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MD.

By virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a matter of Progress Federal Savings and Loan Association, a body corporate vs. William M. Albert and Audrey Albert, his wife, the undersigned, Trustee, will sell at public auction on the premises on

Monday, June 27, 1960
At 2 P.M.

All that lot of ground situate and lying in Anoe Arundel County, Maryland, and described as follows:

BEING all that lot of ground known as Lot No. 9, Section D on Plat of Ferglen Manor recorded among the Plat Records of Anne Arundel County in Plat Book No. 24 folio 17. Subject to an annual ground rent of $90 and IMPROVED BY FRAME DWELLING PROPERTY.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser at time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anoe Arundel County and to bear interest from date of sale to date of settlement at 6 per cent per annum. Taxes and all other public charges, if any, to be adjusted to date of sale.

B. CONWAY TAYLOR, JR.
Trustee
ALEX COOPER
Auctioneer
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

Ju-23

Auctioneer's Certificate

I hereby certify that I have this 27th day of June, 1960 sold the property described in the attached advertisement of sale at and for the sum of $ 9,750 to---- CHARLES E. WHEELER, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper Auctioneer

Purchaser's Agreement

I hereby certify that I have this 27th day of June, 1960 purchased the property described in the attached advertisement of sale from B. Conway Taylor, Jr., Trustee, at and for the sum of $ 9,750 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Charles E. Wheeler
Purchaser

Purchaser

FILED

1960 JUN 29 AM 10 32

Test:

16

REPORT OF SALE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

WILLIAM M. ALBERT AND AUDREY ALBERT, HIS WIFE
2 Gilmor Street, Fernglen Manor
Anne Arundel County, Md.

IN THE LIBER 126 PAGE 252

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

To The Honorable Judge of the
Circuit Court of ~~BALTIMORE CITY~~: ANNE ARUNDEL COUNTY

The Report of Sale of B. Conway Taylor, Jr.

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

leasehold premises known as No. 2 Gilmor Street, Fernglen Manor

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

a daily newspaper published in ~~BALTIMORE CITY~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 27th day of June 1960 at 2:00 o'clock P. M. attend on the premises and then and there sold

said leasehold premises at and for the cash price of $9,750.00 unto Charles E. Wheeler, subject to an annualground rent of $90.00.

B. Conway Taylor, Jr., Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 28th day of June 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore ~~aforesaid~~ personally appeared B. Conway Taylor, Jr., Trustee

~~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 JUN 29 AM 10 32

As witness my hand and Notarial Seal,

Sarah C. Kirby
My Comm. Expires: May 1, 1961 *Notary Public.*

ORDER NISI

LIBER 126 PAGE 253

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WILLIAM M. ALBERT and AUDREY ALBERT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,809 Equity

Ordered, this 29th day of June, 1960, That the sale of the Property in these proceedings mentioned, made and reported by B. Conway Taylor, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of August next.

The report states that the amount of sale was $ 9,750.00

FILED 1960 JUN 29 AM 10:32

True Copy,

[signature] Clerk.

TEST: Clerk.

(Final Order)

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WILLIAM M. ALBERT and AUDREY ALBERT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of August, 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 AUG -9 PM 3:51

12

Additional
Trustee's Bond

LIBER 10 PAGE 302

Equity No. 13,809

LIBER 126 PAGE 254

KNOW ALL MEN BY THESE PRESENTS:

THAT WE B. Conway Taylor, Jr., 206 Meyerhoff Building, Baltimore 1, Maryland, as principal, and Maryland Casualty Company, a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the ~~full~~add'l and just sum of Two Hundred Fifty and No/100 ($250.00) - - - - - - - - - - - - - - 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 27th day of June in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden B. Conway Taylor, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell real property known as #2 Gilmore Street, Fernglen Manor, Glen Burnie, Maryland mentioned in the proceedings in the case of Progress Federal Savings and Loan Association

vs.

William M. Albert and Audrey Albert, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

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

B. Conway Taylor, Jr. (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By A. Robinson Cohee, Jr. (SEAL)
Attorney-in-Fact

Signed, sealed and delivered in the presence of

Elsie C. Evans, Witness as to Surety

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans and A. Robinson Cohee, Jr. its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1960.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

D. W. Vauthier,
Assistant Secretary

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

June 27, 1960 Maryland Casualty Company

D. W. Vauthier *Assistant Secretary*

Bond approved this 7th day of July, 1960

Gary T. Cromwell, Clerk

FILED 1960 JUL -7 AM 10 41

13

DUE, NICKERSON
WHITEFORD and TAYLOR
Solicitors
301 N. Charles St.
Balto. 1, Md.

Trustee's Sale

Of Valuable Dwelling Property

NO. 2 GILMOR ST. FERNGLEN MANOR, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MD.

By virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a matter of Progress Federal Savings and Loan Association, a body corporate vs. William M. Albert and Audrey Albert, his wife, the undersigned, Trustee, will sell at public auction on the premises on

Monday, June 27, 1960
At 2 P.M.

All that lot of ground situate and lying in Anne Arundel County, Maryland, and described as follows:

BEING all that lot of ground known as Lot No. 9, Section D on Plat of Ferglen Manor recorded among the Plat Records of Anne Arundel County in Plat Book No. 24 folio 17. Subject to an annual ground rent of $90 and IMPROVED BY FRAME DWELLING PROPERTY.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser at time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement at 6 per cent per annum. Taxes and all other public charges, if any, to be adjusted to date of sale.

B. CONWAY TAYLOR, JR.
Trustee
ALEX COOPER
Auctioneer
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

Ju-23

No. M. C. _____

14

LIBER 126 PAGE 255 OFFICE

13,809 Equity

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1960

We hereby certify, that the annexed

Trustee's Sale

William M. Albert

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 22th day of June, 1960. The first insertion being made the 2nd day of June, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -8 PM 1:31

By L. M. Tilghman

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 256

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,809

William M. Albert.

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 August, 1960. The first insertion being made the 7th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,809 Equity
PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
VERSUS
WILLIAM M. ALBERT and Audrey Albert, his wife

Ordered this 29th day of June, 1960, That the sale of the Property in these proceedings mentioned, made and reported by B. Conway Taylor, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of August next.

The report states that the amount of sale was $9,750.00.

GEROGE T. CROMWELL, Clerk
True Copy, TEST
GEORGE T. CROMWELL, Clerk
Jy,28

FILED
1960 AUG -1 PM 3:55

No. M. G.

15

In the Case of

Progress Federal Savings and Loan Association, a body corporate

vs.

William M. Albert and Audrey Albert, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,809 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.

September 9, 1960

FILED
1960 SEP 13 AM 10:11

Dr. in ac.

Progress Federal Savings and Loan Association, a body corporate,
vs. William M. Albert and Audrey Albert, his wife

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	324	53	374	53
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account	18	00		
			59	50
To Trustee 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 Sunpapers - advertising sale	15	60		
Maryland Casualty Co. - bond premium	39	00		
Alex Cooper - auctioneer's fee	150	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Sarah C. Kirby - notary fees	1	00		
			301	62
To Trustee for Taxes, viz: 1960 State and County taxes - 5 months 27 days	97	10	97	10
To Trustee for Benefit Charges, viz:				
1960 water and sewer benefit charges and interest - 5 months 27 days	26	95		
Metered water due 6/1/60	7	20		
Metered water to 6/27/60	2	16	36	31
To Trustee for Ground Rent, viz: Semi-annual ground rent ($45.00) due 9/23/60 - 3 months 4 days	23	50	23	50
To Progress Federal Savings and Loan Ass'n, a body corporate, mortgagee - this balance on account mortgage claim	8,925	20	8,925	20
			9,817	76
Amount of mortgage claim filed	9,265	46		
Interest at 6% from 6/30/60 to 10/15/60- 76 days	117	35		
	9,382	81		
Cr. Amount allowed above	8,925	20		
Balance subject to decree in personam	457	61		

17

with B. Conway Taylor, Jr., Trustee Cr.

1960						
June	27	Proceeds of Sale	9,750	00		
		Interest on deferred payment of $9,250.00 - 44 days	67	76	9,817	76
					9,817	76

ORDER NISI

Progress Federal Savings & Loan Association, a body corporate

VERSUS

William M. Albert

and

Audrey Albert, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,809 Equity.

FILED 1960 SEP 13 AM 10:11

ORDERED, This 13th day of September, 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 17th 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 17th day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of October, 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 OCT 18 AM 11:44

D. Bruce Duckett

LIBER 126 PAGE 261

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,809 Auditor Account

William M. Albert

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of October, 1960. The first insertion being made the 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,809 Equity
Progress Federal Savings & Loan Association, a body corporate
vs
WILLIAM M. ALBERT and AUDREY ALBERT, his wife

Ordered, this 13th day of September, 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 17th 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 17th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-29

FILED

No. M.G. 170 1960 OCT -6 AM 9:34

2D

SIDNEY B. NEEDLE, Attorney-Named-in-Mortgage,	)	IN THE
	)	CIRCUIT COURT
vs.	)	FOR
CHARLES STREMICH and NORMA J. STREMICH, his wife.	)	ANNE ARUNDEL COUNTY

ORDER TO DOCKET SUIT

Mr. Clerk:

Please Docket Suit in the above entitled case.

Sidney B. Needle, Attorney,
343 N. Calvert Street,
Baltimore, 2, Md.

FILED

1960 MAR 12 AM 9:26

City — County — Monthly Direct Reduction (Rev. 5/57).

BOOK 1292 PAGE 229

LIBER 126 PAGE 263

No. [illegible]

THIS MORTGAGE, Made this 30 day of April, 19 59

by CHARLES STREMICH and NORMA J. STREMICH, his wife

Mortgagor(s), who as member(s), have received from

The CALVERT BUILDING AND LOAN ASSOCIATION, INC.

a body corporate, Mortgagee, an advance of Sixty-Five Hundred

($6500.00) Dollars, on 65

share(s) of its stock, being applied toward the purchase price of the hereinafter described property.

The said Mortgagor(s) hereby covenant(s) with the said Mortgagee that they will pay the said Mortgagee, its successors and assigns, the monthly sum of $ 72.17, which shall include monthly interest payments at 6 % per annum on the unpaid principal until paid, said monthly payments of $ 72.17 shall commence on the first day of June, 19 59, and on the day of each month thereafter at its regular meeting place, until the principal and interest are fully paid, and to pay all fines that may be imposed upon them by the said Mortgagee, and to keep the improvements in good repair, also to pay all ground rent, public charges, insurance premiums and taxes for which the property may become liable, also to pay monthly to the said Mortgagee a sum as a fund for the payment of same.

It is particularly understood and agreed that if the Mortgage debt is paid before maturity a pre-payment fee of two percent (2%) of the balance due on said mortgage shall be paid to the Mortgagee.

The Mortgage shall also secure future advances as provided by Article 66, Section 2, of the Public General Laws of Maryland or any supplement thereto.

WITNESSETH, That in consideration thereof, and the sum of One Dollar, the said Mortgagor(s) do hereby grant and convey unto the said Mortgagee, its successors and assigns the following propert, situated in Anne Arundel County, State of Maryland, with all the rights and appurtenances thereto belonging or appertaining, and described as follows:

BEGINNING for the same on the north side of 5th Avenue at the distance of 128.52 feet easterly from the corner formed by the intersection of the north side of 5th Avenue and the southeast side of Belle Grove Road, and running thence easterly binding on the north side of 5th Avenue 50 feet, thence northerly parallel with Chatham Road 120 feet to the south side of an alley 20 feet wide, thence westerly binding on the south side of said alley with the use thereof in common, 50 feet, thence southerly parallel to the second line in this description 120 feet to the place of beginning. Subject to a 3 foot right of way for a sewer as laid out thru said lot across the southwest corner thereof which sewer is not under the improvements erected thereon. This 3 foot right of way will terminate when the sewer is relocated in the adjoining streets or alleys, the improvements thereon being known as No. 312 Fifth Avenue. and being in fee simple.

BEING the same lot of ground which by deed dated June 16, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H., No. 605, folio 41, was granted and conveyed by Mildred Kessler unto the said Charles Stremich, ~~xxxx~~.

BEING also the same lot of ground which by deed dated September 11, 1952, among the Land Records of the foresaid in Liber J.H.H., No. 709, folio 166, was granted and conveyed by C. Braddock Jones and wife, unto the said Charles Stremich, ~~xxxx~~.

FILED

1960 MAR 12 AM 9:26

23835

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.)

The Mortgagor(s) agree(s) to keep the building on the premises fully insured against loss by fire and other hazards as may be required by the Mortgagee for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon and to deliver the policies to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor(s) hereby waiving all right to possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

The Mortgagor(s) agree(s) not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

The Mortgagor(s) agree(s) that the holder of the 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.

AND the said Mortgagor(s) hereby consent(s) 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 SIDNEY B. NEEDLE, 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 One-half Trustee's commissions 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 Mortgagor(s), their successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

In the event foreclosure proceedings are instituted as aforesaid, the attorney immediately upon filing said proceedings shall be entitled to an attorney's fee of One Hundred dollars.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein, then this Mortgage shall be void.

And it is agreed that until default is made the said Mortgagor(s) may retain possession of the said mortgaged property.

In the event of a transfer or change of ownership of said property, without the written consent of said Mortgagee, its successors and assigns, the said Mortgagee, its successors and assigns, reserves the right to demand payment of the mortgage debt and interest hereby secured, and if not paid on demand, then this Mortgage may be foreclosed under the assent herein contained. It is understood and agreed that this Mortgage shall mature and become due and payable in its entirety at the end of ten (10) years from date hereof.

WITNESS the hands and seals of said mortgagors,

..... (SEAL)

Charles Stremick (SEAL)
Charles Stremick

TEST: Jesse S. Weinberg
JESSE S. WEINBERG

..... (SEAL)

Norma J. Stremick (SEAL)
Norma J. Stremick

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 and City aforesaid, personally appeared

CHARLES STREMICK and NORMA J. STREMICK, his wife

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

at the same time also appeared

Isador Rosenthal

President of said Mortgagee, and he made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide.

AS WITNESS my hand and Notarial seal.

JESSE S. WEINBERG NOTARY PUBLIC Baltimore, Md.

7.50

Jesse S. Weinberg
Notary Public.
JESSE S. WEINBERG

Rec'd for record May 1, 1959 at 10:27 A.M.
Mailed to Sidney B. Needle

THE CALVERT BUILDING & LOAN ASSOCIATION, INC.,	)	IN THE
vs.	)	CIRCUIT COURT
CHARLES STREMICH and NORMA J. STREMICH, his wife.	)	OF BALTIMORE CITY

"PETITIONER'S EXHIBIT NO. 1"

SIDNEY B. NEEDIE, Attorney-Named-in Mortgage,	)	IN THE
	)	CIRCUIT COURT
vs.	)	FOR
CHARLES STREMICH And NORMA J. STREMICH, his wife.	)	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

Re: Mortgage dated April 30th, 1959, from Charles Stremich and Norma J. Stremich, his wife, to Calvert Building and Loan Association, Inc., recorded among the Land Records of Anne Arundel County in Liber G. L.C.No. 1292, folio 229, on property known as No. 312 Fifth Avenue, in fee simple, Baltimore County, Maryland.

To amount of mortgage loan	$6500.00
Paid on account principal	280.69
	$6219.31
CREDIT:	
To credit mortgage expense account	117.02
	6102.29
To interest for 2 months 10 days to 3/10/60 @ $1.04 per day	72.56
To fines for 2 months @ $1.68	3.36
To balance due	$ 6178.21

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11th day of March 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared Katherine L. Porter, Secretary of the Calvert Building and Loan Association, Inc., holder of the mortgage, and 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.

WITNESS my hand and Notarial Seal.

Etta L. Sandler

Etta L. Sandler, Notary Public

ETTA L. SANDLER ★ MD. NOTARY PUBLIC BALTIMORE

FILED

1960 MAR 12 AM 9:26

6

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

LIBER 126 PAGE 267

SIDNEY B. NEEDLE, ATTORNEY NAMED-IN-MORTGAGE, *vs.* CHARLES STREMICH and NORMA J. STREMICH, his wife	IN THE **CIRCUIT COURT** ~~XXX~~ FOR ~~XXXXXXXXXXXXXXXX~~ ANNE ARUNDEL COUNTY 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 Katherine L. Porter, Secretary of the Calvert Building and Loan Association, Inc.,

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.

Katherine L. Porter
Affiant.
Katherine L. Porter,

Subscribed and sworn to before me
this 11th day of March 1960

Etta L. Sandler
Notary Public
Etta L. Sandler

FILED
1960 MAR 12 AM 9:26

SIDNEY B. NEEDLE, Attorney
343 N. Calvert St.
Baltimore, Md.

Mortgage Sale

2-STORY FRAME FEE SIMPLE COTTAGE

KNOWN AS 312 FIFTH AVE. (BROOKLYN PARK, ANNE ARUNDEL COUNTY, MD.)
SALE ON PREMISES

Wed., June 8, 1960
2 P. M. (D. S. T.)

Under and by Virtue of the Power and Authority contained in a Mortgage from Charles Stremich and Norma J. Stremich, his wife, to the Calvert Building and Loan Association Inc., a Body Corporate, dated the 30th day of April, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1292 — folio 229.

(Default having occurred thereunder.) the undersigned, The Attorney named in Mortgage, will sell at public auction,

ALL that piece or parcel of ground and improvements thereon situate and lying in Anne Arundel County and described as follows:

BEGINNING for the same on the North side of Fifth Ave. at the distance of 128.52 feet Easterly from the corner formed by the intersection of the North side of Fifth Ave. and the Southeast side of Belgrove Rd. and running thence Easterly binding on the North side of Fifth Ave. 50 feet; thence Northerly parallel with Chatham Rd. 120 feet to the South side of an alley 20 feet wide; thence Westerly binding on the South side of said Alley with the use thereof in common 50 feet; thence Southerly parallel to the second line in this description 120 feet to the place of beginning. Subject to a 3 foot right of way for a sewer as laid out through said lot across the Southwest corner thereof, which sewer is not under the improvements erected thereon. This 3 foot right of way will terminate when the sewer is relocated in the adjoining streets or alleys. The improvements thereon being known as 312 Fifth Ave. Being in fee-simple.

Being the same lot of ground which by deed dated June 16, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 605 Folio 41 was granted and conveyed by Mildred Kessler unto the said Charles Stremich. Being also the same lot of ground which by Deed dated Sept. 11, 1952 among the Land Records of the aforesaid in Liber J.H.H. No. 709 Folio 166 was granted and conveyed by C. Braddock Jones and Wife unto the said Charles Stremich.

Improvements consisting of a 2-story frame cottage containing 6 rooms with bath and hot air oil heat.

TERMS OF SALE: Deposit of $500.00 at time of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the note of 6 per cent per annum from the date of sale to the date of settlement. Taxes and all other ex- and to bear interest at the rate of sale. All documentry stamps to be paid by the purchaser. The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

Sidney B. Needle,
Attorney named in Mortgage
A. J. BILLIG CO., AUCTS...
Plaza 2-8440 . 16 E. Fayette St.,
Baltimore 2, Md.

Ju-2

8

OFFICI)F

Maryland Gazette

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

LIBER 126 PAGE 268

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1960

We hereby certify, that the annexed
Mortgage Sale
Charles Stremich
Equity No. 13,691

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1960. The first insertion being made the 12th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1960
JUN -6 AM 0 5

LIBER 126 PAGE 269

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 10 PAGE 270

Bond No. 74 88 764

No. 13,691 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Sidney B. Needle, Attorney in Mortgage
343 N. Calvert Street, Baltimore, Maryland
as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand and 00/100 - - - - - - - -
($8,000.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of June in the year of our Lord 1960

Whereas, the above bounden Sidney B. Needle

by virtue of the power contained in a mortgage from Charles Stremich and Norma J. Stremich
to Calvert Building and Loan Association, Inc.
bearing date the 30th day of April, 1959 and recorded among the mortgage records of Anne Arundel County
in Liber G L C No. 1292 Folio 229 and
Sidney B. Needle

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 Sidney B. Needle

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 Sidney B. Needle

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:

Etta L. Sandler — Sidney B. Needle (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Virginia Owings *As to Surety* — By Joseph C. McHugh, *Attorney-in-Fact*

Virginia Owings

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

FILED
1960 JUN -8 AM 10:06

Bond approved this 8 day of June, 1960

George T. Cromwell, Clerk

LIBER 126 PAGE 270

CALVERT BUILDING & LOAN ASSOCIATION	:	
A BODY CORPORATE	:	in the
VS	:	CIRCUIT COURT FOR
CHARLES STREMICH AND NORMA J. STREMICH, his wife,	:	ANNE ARUNDEL COUNTY

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

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 8th day of June 1960, sold the property described in the attached advertisement of sale at and for the sum of Eight Thousand ($ 8000.00) to Henry J. Strohecker, Co-Partner T/A Security Realty Co. Stephen Provenza, being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A. J. BILLIG & CO.

By _____
Auctioneer

Purchaser's Agreement

I hereby certify that I have on this 8th day of June, 1960 as corrected purchased the property described in the attached advertisement of sale from Sidney B. Needle ---------- ~~Trustee~~, Attorney named in Mortgage, and for the sum of Eight Thousand ($ 8000.00), and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Henry J. Strohecker
Stephen T. Provenza
Co Partners
T/A Security Realty Co

_____
Purchaser

Test: _____

FILED

1960 JUN 10 AM 9:39

10

SIDNEY B. NEEDLE, Attorney-Named-in-Mortgage,	)	IN THE
vs.	)	CIRCUIT COURT
	)	FOR
CHARLES STREMICH and NORMA J. STREMICH, his wife.	)	ANNE ARUNDEL COUNTY Equity Docket No. 13691

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Sidney B. Needle, Attorney-Named-in-Mortgage, in the above entitled cause, to make sale of the fee simple property known as No. 312 Fifth Avenue, Anne Arundel County, Maryland, described as follows:

> BEGINNING for the same on the north side of Fifth Avenue, at the distance of 128.52 feet easterly from the corner formed by the intersection of the northside of Fifth Avenue and the southeast side of Belle Grove Road, and running thence easterly binding on the north side of Fifth Avenue 50 feet, thence northerly parallel with Chathem Road 120 feet to the south side of an alley 20 feet wide, thence westerly binding on the south side of said alley with the use thereof in common, 50 feet, thence southerly parallel to the second line in this description 120 feet to the place of beginning. Subject to a 3 foot right of way for a sewer as laid out through said lot across the southwest corner thereof which sewer is not under the improvements erected thereon. This 3 foot right of way will terminate when the sewer is relocated in the adjoining streets or alleys, The improvements thereon being known as No. 312 Fifth Avenue, in fee simple, Anne Arundel County, Maryland, and consists of a dwelling;

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 in the "Maryland-Gazette", a weekly newspaper, published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said Sidney B. Needle, Attorney-Named-in-Mortgage, did pursuant to said notice on Wednesday, June 8th, 1960, at 2:00 P. M., attend on the premises and then and there sold said property to HENRY J. STROHECKER and STEPHEN PROVENZA, co-partners trading as SECURITY REALTY COMPANY, they being the highest bidder therefor, at and for the price of Eight Thousand Dollars ($8,000), the aforesaid property known as No. 312 Fifth Avenue, Anne ArundelCounty, Maryland, in fee simple.

1960 JUN 10 AM 9:39 FILED

Respectfully submitted,

Sidney B. Needle

Sidney B. Needle, Attorney-Named-in-Mortgage

11

LIBER 126 PAGE 272

SIDNEY B. NEEDLE, Attorney
343 N. Calvert St.
Baltimore, Md.

Mortgage Sale

2-STORY ~~FRAME~~ FEE SIMPLE COTTAGE

KNOWN AS 312 FIFTH AVE. (BROOKLYN PARK, ANNE ARUNDEL COUNTY, MD.)
SALE ON PREMISES

Wed., June 8, 1960
2 P. M. (D. S. T.)

Under and by Virtue of the Power and Authority contained in a Mortgage from Charles Stremich and Norma J. Stremich, his wife, to the Calvert Building and Loan Association Inc., a Body Corporate, dated the 30th day of April, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1292 — folio 229.

(Default having occurred thereunder.) the undersigned, The Attorney named in Mortgage, will sell at public auction,

ALL that piece or parcel of ground and improvements thereon situate and lying in Anne Arundel County and described as follows:

BEGINNING for the same on the North side of Fifth Ave. at the distance of 128.52 feet Easterly from the corner formed by the intersection of the North side of Fifth Ave. and the Southeast side of Belgrove Rd. and running thence Easterly binding on the North side of Fifth Ave. 50 feet; thence Northerly parallel with Chatham Rd. 120 feet to the South side of an alley 20 feet wide; thence Westerly binding on the South side of said Alley with the use thereof in common 50 feet; thence Southerly parallel to the second line in this description 120 feet to the place of beginning. Subject to a 3 foot right of way for a sewer as laid out through said lot across the Southwest corner thereof, which sewer is not under the improvements erected thereon. This 3 foot right of way will terminate when the sewer is relocated in the adjoining streets or alleys. The improvements thereon being known as 312 Fifth Ave. Being in fee-simple.

Being the same lot of ground which by deed dated June 16, 1950, and recorded among the Land Recrods of Anne Arundel County in Liber J.H.H. No. 605 Folio 41 was granted and conveyed by Mildred Kessler unto the said Charles Stremich. Being also the same lot of ground which by Deed dated Sept. 11, 1952 among the Land Records of the aforesaid in Liber J.H.H. No. 709 Folio 166 was granted and conveyed by C. Braddock Jones and Wife unto the said Charles Stremich.

Improvements consisting of a 2-story ~~frame~~ cottage containing 6 rooms with bath and ~~hot air~~ oil heat.

TERMS OF SALE: Deposit of $500.00 at time of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the note of 6 per cent per annum from the date of sale to the date of settlement. Taxes and all other ex- and to bear interest at the rate of sale. All documentry stamps to be paid by the purchaser. The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

Sidney B. Needle,
Attorney named in Mortgage
A. J. BILLIG CO., AUCTS.,
Plaza 2-8440 16 E. Fayette St.,
Baltimore 2, Md.

Ju-2

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 9th 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 SIDNEY B. NEEDLE, 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.

Etta L. Sandler

Etta L. Sandler, Notary Public

ETTA L. SANDLER NOTARY PUBLIC BALTIMORE, MD.

12

ORDER NISI

LIBER 126 PAGE 274

SIDNEY B. NEEDLE, Attorney named in Mortgage

versus

CHARLES STREMICH and NORMA J. STREMICH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,691 Equity

Ordered, this 10th day of June, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Sidney B. Needle, Attorney named in Mortgage

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.

The report states that the amount of sale was $ 8,000.00

FILED 1960 JUNE 10 AM 9:39

George T. Bennett Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

SIDNEY B. NEEDLE, Attorney named in Mortgage

versus

CHARLES STREMICH and NORMA J. STREMICH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

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

_____

JUDGE.

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 275

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,691 Equity
SIDNEY B. NEEDLE, Attorney named in Mortgage
versus
CHARLES STREMICH and NOMA J. STREMICH, his wife

Ordered, this 10th day of June, 1960. That the sale of the Property in these proceedings mentioned, made and reported by Sidney B. Needle, Attorney named in Mortgage 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.

The report states that the amount of sale was $8,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,691
Charles Stremich

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 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.

12

In the Case of

Sidney B. Needle,
Attorney named in Mortgage
vs.
Charles Stremich
and
Norma J. Stremich, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,691 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura V. Jackson
Auditor.

September 1, 1960

Copy of Order Nisi on Report & Acct. Auditor recei. this 7 day of September '60
For Maryland Gazette
The Capital-Gazette Press Inc.

FILED
1960 SEP -7 AM 11:08
By

Dr. Sidney B. Needle, Attorney named in Mortgage vs. Charles Stremich and Norma J. Stremich, his wife

in ac.

To Attorney for Fee, viz:		100	00		
To Attorney for Commissions, viz:		272	79	372	79
To Attorney for Court costs, viz:					
Plaintiff's Solicitor's appearance fee		10	00		
Defendants' Solicitor's appearance fee		10	00		
Clerk of Court - Court costs		38	50		
Jos. C. Deegan - Sheriff's costs		7	50		
Shirley M. Miller - Stenographer's fee		2	50		
Auditor - stating this account and three copies		27	00	95	50
To Attorney for Expenses, viz:					
Capital-Gazette Press - advertising sale		87	52		
Capital-Gazette Press - order nisi (sale)		15	00		
Capital-Gazette Press - order nisi (acct)		12	00		
The Sun - advertising sale		28	70		
Fidelity & Deposit Co. of Md.-bond premium		32	00		
A.J. Billig & Co. - auctioneer's fee		260	00		
Etta L. Sandler - notary fees		1	50	436	72
To Attorney for Taxes, viz:					
1960 State and County taxes ($184.43) - 5 months 8 days		80	71	80	71
To Attorney for Benefit Charges, viz:					
1960 water and sewer benefit charge - 5 months 8 days		8	30		
Metered water to 8/23/60		29	05	37	35
To Calvert Building & Loan Ass'n, Inc., mortgagee - in full for mortgage claim, viz:					
Amount of claim filed	$ 6,178.21				
Interest on principal balance @ $.04 per day from 3/10/60 to 6/8/60 (Order 8/22/60)	93.60	6,271	81	6,271	81
To Provident Savings Bank of Balto., judgment creditor - in full for claim filed (#A-3842 Law), viz:					
Debt	$ 221.00				
Interest from 7/21/60 to 10/8/60 - 79 days - 6%	2.91				
Court costs	26.80				
Attorney's fee	33.15	283	86	283	86
To Charles Stremich and Norma J. Stremich, his wife, mortgagors - this balance		547	09	547	09
				8,125	83

12

with Sidney B. Needle, Attorney named in Mortgage Cr.

1960				
June	8	Proceeds of Sale	8,000 00	
		Interest on deferred payment of $7,500.00 to 7/23/60	93 15	8,093 15
		Refund fire insurance premium	32 68	32 68
				8,125 83

LIBER 126 PAGE 279

ORDER NISI

Sidney B. Needle,
Attorney named in Mortgage

VERSUS

Charles Stremich
and
Norma J. Stremich, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,691 Equity.

ORDERED, This 7th day of September, 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 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 15th day of October next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of October, 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 OCT 18 AM 11:43

D. Bruce Dunbar

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 280

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,691 Equity
SIDNEY B. NEEDLE, Attorney Named in Mortgage
versus
CHARLES STREMICH and NORMA J. STREMICH, his wife

Ordered, this 7th day of September, 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 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 15th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 1, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,691
Auditors Account

Charles Stremich

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of October, 1960. The first insertion being made the 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17065 1960 OCT -3 PM 1:37 By H. Tilghman

9

LIBER 126 PAGE 281

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Jesse James Campbell and	*	ANNE ARUNDEL COUNTY
Anna L. Campbell, his wife	*	Equity No. 13650

* * * * * * * * * *

Mr. Clerk:

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

H. Allen Mezger

H. Allen Mezger, Assignee

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

FILED
1960 FEB 11 AM 10:10

JB

LIBER 126 PAGE 282

LIBER 1044 PAGE 524

No. 13 053 Equit.

No Stamps Required

THIS MORTGAGE, Made this 12th day of July - - - - , in the year one thousand nine hundred and fifty-six - between JESSE JAMES CAMPBELL and ANNA

L. CAMPBELL, 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 Twenty-one Hundred Fifty ($2150.00) - 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 Twenty-four ($24.00) Dollars - - - - - - - - - - - - - - commencing on the fifteenth - day of August - ,1956, and on the fifteenth - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

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

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

BEGINNING for the same on the Southwest side of Hilltop Road at the intersection of the Northwest boundary line of the whole property heretofore conveyed to the Cityco Realty Company of Baltimore City; thence Southeasterly along the Southwest side of Hilltop Road One Hundred One and Three One-Hundredths (101.03) feet to the Northwest side of Lot No. Eleven (11) as laid out on the Plat of Shoreland, Plat B, thence Southwesterly along the Northwest side of Lot No. Eleven (11) and at right angles to Hilltop Road Two Hundred (200) feet to the Northeast side of Lot No. Fourteen (14); thence Northwesterly along the Northeast side of Lot No. Fourteen (14) and parallel with Hilltop Road One Hundred Thirty-Eight and Ninety-Five One-Hundredths (138.95) feet to the Northwest outline of the whole property hereinbefore referred to; thence North Fifty-Seven (57) degrees Fifty-Five (55) minutes East Two Hundred Three and Six-Tenths (203.6) feet to the place of beginning. Being Lots Nos. Twelve (12) and Thirteen (13) as laid out on the Plat of Shoreland, Plat B subdivided by the Cityco Realty Company of Baltimore City.

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by William L. Schoeler, Widower, to the said mortgagors.

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

FILED
1960 FEB 11 AM 10:10

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

TO HAVE AND TO HOLD the said lot s of ground and premises unto the said mortgagee, its suocessors 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 tenth - - - - - - - - - - - - - - - - day of each and every month the sum of Five ($5.00) 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 sucoessors 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 seourity 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 direot; (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 oonsent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written oonsent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or reoeivership prooeedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreolose this mortgage without notioe; (8) that after any default and the institution of foreolosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to aocept 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, beoause it is the holder of this mortgage, is oaused 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 acoount.

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 deoree for the sale of said property (the sale to take plaoe 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 suooessors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a deoree or under the above power of

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

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

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt
Betty Lou Vogt

Jesse James Campbell (SEAL)
Jesse James Campbell

Anna L Campbell (SEAL)
Anna L. Campbell

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 12th day of July - - ,1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Jesse James Campbell and Anna L. Campbell, his wife - - -

6

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 TESTIMONEY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, its President, and its corporate seal hereto affixed, this 3rd day of February, 1960.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

E. Jane Rusinek

By: John P. Helmer

John P. Helmer, President

C.016

LIBER 126 PAGE 287

H. Allen Mezger, Assignee

VS

Jesse James Campbell and
Anna L. Campbell, his wife

IN THE

CIRCUIT COURT

-OF-

Anne Arundel County

Equity No. 15,650

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 2150.00
Less - Total amount paid on account of Principal	$ 489.00	
Less - Credit Expense Account	46.57	535.57
Net Balance	$ 535.57	$ 1614.43
Plus accumulated interest to March 31, 1960 (with interest thereafter at rate of 6% per annum)		16.64
Total Amount of Mortgage Indebtedness		$ 1631.07

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 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 10:10

7

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

H. Allen Mezger, Assignee

vs.

Jesse James Campbell and

Anna L. Campbell, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE~~
ANNE ARUNDEL COUNTY

Equity #13650
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

8

LIBER 10 PAGE 201

LIBER 126 PAGE 289

Jud. 14042.

Assignee ~~MORTGAGEE OR ATTORNEYS~~ BOND

No. Equity No 13655

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 One Thousand Seven Hundred and No/100 - - - - - - - - - - - - - ($1,700.00) - *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* suxty.

WHEREAS, the above bounden H. Allen Mezger *by virtue of an assignment of a power contained in mortgage from* Jesse James Campbell and Anna L. Campbell, His wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated July 12, 1956 *and recorded in Liber* GTC *No.* 1044 *folio* 524 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested by assignment of power in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

R.S. GREIL

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
this 16th day of March 1960
George T. Cromwell Clerk

FILED

1960 MAR 16 AM 9:34

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Jesse James Campbell and	*	ANNE ARUNDEL COUNTY
Anna L. Campbell, his wife	*	Equity No. 13650
	*	

* * * * * * * * * *

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:

BEGINNING for the same on the Southwest side of Hilltop Road at the intersection of the Northwest boundary line of the whole property heretofore conveyed to the Cityco Realty Company of Baltimore City; thence Southeasterly along the Southwest side of Hilltop Road One Hundred One and Three-One-Hundredths (101.3) feet to the Northwest side of Lot No. Eleven (11) as laid out on the Plat of Shoreland, Plat B, thence Southwesterly along the Northwest side of Lot No. Eleven (11) and at right angles to Hilltop Road Two Hundred (200) feet to the Northeast side of Lot No. Fourteen (14); thence Northwesterly along the Northeast side of Lot No. Fourteen (14) and parallel with Hilltop Road One Hundred Thirty-Eight and Ninety-Five One Hundredths (138.95) feet to the Northwest outline of the whole property hereinbefore referred to; thence North Fifty-Seven (57) degrees Fifty-Five (55) minutes East Two Hundred Three and Six-Tenths (203.6) feet to the place of beginning. Being Lots Nos. Twelve (12) and Thirteen (13) as laid out on the Plat of Shoreland, Plat B subdivided by the Cityco Realty Company of Baltimore City.

at and for the price of Twelve hundred ($1200.00) 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 Twelve hundred ($1200.00) Dollars.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION

Henry C. Bourke, Jr.

FILED

1960 MAR 26 AM 10:16

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

10

LIBER 126 PAGE 292

H. ALLEN MEZGER, ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR
JESSE JAMES CAMPBELL and	*	ANNE ARUNDEL COUNTY
ANNA L. CAMPBELL, his wife	*	Equity No. 13650

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Jesse James Campbell and Anna L. Campbell, 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 Jesse James Campbell and Anna L. Campbell, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated July 12th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No.1044, folio 524, which mortgage was then duly assigned on February 4th 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 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all thoes lots of ground located in the Fifth Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of One Thousand two hundred ($1200.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

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

FILED
1960 MAR 26 AM 10:16

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

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. BALTIMORE, MD.

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

12

ORDER NISI

LIBER 126 PAGE 294

H. ALLEN MEZGER, Assignee

versus

JESSE JAMES CAMPBELL and

ANNA L. CAMPBELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,650 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~~ 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 ~~2nd~~ 31st day of May next.

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

FILED 1960 MAR 26 AM 10:16

True Copy, Clerk.

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee

versus

JESSE JAMES CAMPBELL and

ANNA L. CAMPBELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st 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.

FILED

1960 JUN -1 PM 3:32

JUDGE.

13

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 12 and 13 west side Hilltop Road 300 Ft. north Point Pleasant Rond of Shoreland, Plat B. Fifth Election District, adjacent to Glen Burnie. Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in the mortgage dated July 12, 1956, from Jesse James Campbell and Anna L. Campbell, his wife said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1044 folio 524, 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 2:00 o'clock P. M.

THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING for the same on the Southwest side of Hilltop Road at the intersection of the Northwest boundary line of the whole property heretofore conveyed to the Cityco Realty Company of Baltimore City; thence Southeasterly along the Southwest side of Hilltop Road One Hundred One and Three-One-Hundredths (101.3) feet to the Northwest side of Lot No. Eleven (11) as laid out on the Plat of Shoreland, Plat B, thence Southwesterly along the Northwest side of Lot No. Eleven (11) and at right angles to Hilltop Road Two Hundred (200) feet to the Northeast side of Lot No. Fourteen (14); thence Northwesterly along the Northeast side of Lot No. Fourteen (14) and parallel with Hilltop Road One Hundred Thirty-Eight and Ninety-Five One Hundredths (138.95) feet to the Northwest outline of the whole property hereinbefore referred to; thence North Fifty-Seven (57) degrees Fifty-Five (55) minutes East Two Hundred Three and Six-Tenths (203.6) feet to the place of beginning. Being Lots Nos. Twelve (12) and Thirteen (13) as laid out on the Plat of Shoreland, Plat B subdivided by the Cityco Realty Company of Baltimore City.

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 ratificiation of sale by the Circuit Court for Anne Arudel 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

LIBER 126 PAGE 295

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 4, 1960

We hereby certify, that the annexed

Assignee Mortgage Sale

Jesse James Campbell
13,650

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 -5 AM 9:42 By N. Tilghman

LIBER 126 PAGE 296 OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,650 Equity
H. ALLEN MEZGER, Assignee
VERSUS
JESSE JAMES CAMPBELL and ANNA L. CAMPBELL, 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 31st day of May next.

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

GEORGE T. CROMWELL, Clerk

True Copy, Test:
GEORGE T. CROMWELL, Clerk
M-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,650

Jesse James Campbell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of May, 1960. The first insertion being made the 28th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14643 1960 MAY 31 AM 9:30 By H. Tilghman

15

In the Case of

H. Allen Mezger,
Assignee
vs.
Jesse James Campbell
and
Anna L. Campbell, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,650 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. Zickling
Auditor.

September 9, 1960

Dr. H. Allen Mezger, Assignee vs. Jesse James Campbell and Anna L. Campbell, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	54	00	104	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	77	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	16	70		
Maryland Casualty Co. - bond premium	10	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
Clerk of Court - recording assignment	2	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps	1	65		
Joseph J. Blimline, Jr. - notary fees	1	50	171	68
To Assignee for Taxes, viz: 1960 State and County taxes ($56.86) - 78 days	12	10	12	10
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	860	72	860	72
			1,200	00
Amount of mortgage claim filed	1,631	07		
Interest @ 6% on principal balance of $1,614.43 from 3/31/60 to 10/15/60 - 6 months 15 days	52	47		
	1,683	54		
Cr. Amount allowed above	860	72		
Balance subject to decree in personam	822	82		

17

with

H. Allen Mezger, Assignee

Cr.

1960						
Mar.	18	Proceeds of Sale	1,200	00	1,200	00
					1,200	00

ORDER NISI LIBER 126 PAGE 300

H. Allen Mezger,
Assignee

VERSUS

Jesse James Campbell
and
Anna L. Campbell, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,650 Equity.

ORDERED, This 16th day of September, 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 24th 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 24th day of October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of October, 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 OCT 25 AM 11:32

U. Brent Dorsett

LIBER 126 PAGE 301

OFFICE C.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed Order Nisi - Aud. Acct. Eq. 13,650

Jesse James Campbell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of October, 1960. The first insertion being made the 22nd day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,650 Equity
H. ALLEN MEZGER, Assignee
VERSUS
JESSE JAMES CAMPBELL and ANNA L. CAMPBELL, his wife

Ordered, this 16th day of September, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of 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 24th day of October next.

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

O-6

FILED

No. M.G. 17485 1960 OCT 10 AM 9:57

PETITION FOR FORECLOSURE

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

VS.

THELMA T. ZEMERLIN and
JOHN J. ZEMERLIN, her husband
Southeast side of Holladay Avenue and
Northeast side of Gambrills Avenue
Gambrills, Maryland

LIBER 126 PAGE 302

IN THE

CIRCUIT COURT

FOR

[redacted]

ANNE ARUNDEL COUNTY

[redacted]

12,822 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the first day of April A. D. 1955 the defendant executed and delivered to H. V. HIGLEY, the then Administrator of Veterans Affairs 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 $ 10,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. Default in said mortgage has now occured.

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

And as in duty, &c.

James W. Blackhurst

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

FILED

1960 JUN -6 PM 3:32

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

MARYLAND

13822 Equity

MORTGAGE

THIS MORTGAGE, made this 1st day of April, A. D. 19 55, by and between THELMA T. ZEMERLIN and JOHN J. ZEMERLIN, her husband, - - - - - - - - - -

of Anne Arundel County - - - - - - - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and H. V. HIGLEY, Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration - Washington 25, D.C., and his successors in such Office as such, ~~a corporation organized and existing under the laws of the~~ XXXXXXXXXXXXXXXXXXXXXXXXXXXX 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 - 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 Veterans Administration - - - - - - - - - - - - - - - - - - -, 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-THREE DOLLARS AND TWENTY-SEVEN CENTS - - - - - - - - ~~Dollars~~ ($ 63.27 - -), commencing on the first day of May - - - - - - - -, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April - - - - - - - - - , 19 75. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any payment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEGINNING FOR THE SAME at the corner formed by the intersection of the Southeast side of Holladay Avenue and the Northeast side of Gambrills Avenue and running thence on the Northeast side of Gambrills Avenue South 41 degrees East 200 feet; thence North 49 degrees East 200 feet; thence North 32 degrees East 540.5 feet; thence North 41 degrees West 203 feet to the Southeast side of Holladay Avenue; thence on the same, South 32 degrees West 551.1 feet; thence South 49 degrees West 190 feet to the point of beginning.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by PATRICIA C. DIXON, also known as MAISIE CHIPPETTE ISBELL, and LESTER N. DIXON, her husband, to THELMA T. ZEMERLIN and JOHN J. ZEMERLIN, her husband, the within Mortgagors.

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

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

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said ~~Mortgagee, his successors and assigns~~ H. V. HIGLEY, Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration - Washington 25, D.C., and his successors in such Office, as such, in fee simple.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty - - - days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Grafton Lee Brown, Jr. - - - - - - - - , 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

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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, provided that, if such indebtedness be guaranteed under Sec. 512 of said Act, the regulations in effect when the loan becomes guaranteed shall apply.

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

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

Witness:

[signature] Thelma T. Zemerlin [SEAL]
THELMA T. ZEMERLIN

[signature] John J. Zemerlin [SEAL]
JOHN J. ZEMERLIN

[signature] [SEAL]

[signature] [SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this 1st day of April, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County - - - - - - - - - - - aforesaid, personally appeared THELMA T. ZEMERLIN and JOHN J. ZEMERLIN, her husband- - - - - - - - - - - - - - - the above named Mortgagors, and - - - - - they acknowledged the foregoing mortgage to be - - - - - - - - - - - - - - - - - - - their act.

~~At the same time also personally appeared the XXXXXXXXXXXXXXXX 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.

Alice L. Wood
ALICE L. WOOD Notary Public.

My commission expires May 2nd, 1955.

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 23rd day of March, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank C. McHenry, the Agent of the within Mortgagee, and made oath in due form of law that the consideration of said Mortgagee is true and bona fide as therein set forth; and also made oath that he is Agent of the Mortgagee, and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Lillian A. C. Kemp
Lillian A. C. Kemp, NOTARY PUBLIC

My commission expires May 2nd, 1955.

Recorded- 4th April, 1955, at 3:10 P.M.

STATE OF MARYLAND

Mortgage

FROM

THELMA T. ZEMERLIN and JOHN J. ZEMERLIN, her husband,

TO

H. V. HIGLEY, Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D.C., and his successors in such Office, as such - - - -

Received for Record April 4, 1955, at 3:10 o'clock P.M. Same day recorded in Liber JMH No. 914 Folio 593 &c., one of the Land Records of Co. Ga.

and examined per JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $ 9.21

U. S. GOVERNMENT PRINTING OFFICE 16—49800

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

File No. 26954

(2) M

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

vs.

THELMA T. ZEMERLIN and
JOHN J. ZEMERLIN, her husband
Southeast side of Holladay Avenue and
Northeast side of Gambrills Avenue
Gambrills, Maryland

IN THE

CIRCUIT COURT

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

13,822 Equity

STATEMENT OF MORTGAGE DEBT

Original loan amount	$10,000.00
Amount paid on principal	1,513.28
Princial balance	8,486.72
Expense account - credit balance	21.89
Balance	8464.83
Accrued interest to 5-3-60	222.81
Total Principal and interest to 5-3-60	8,687.64
Interest accrues at 4½% on	8,464.83
Daily interest accrual	1.061

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel County, Sct.

I HEREBY CERTIFY, That on this 27th day of May in the year nineteen hundred and sixty before me, a Notary Public of the State of Maryland, in and for said ~~City of Baltimore~~ Anne Arundel County, personally appeared Frank C. McHenry, Loan Guaranty Officer

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.

W. LAIRD GARDNER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

As witness my hand and Notarial Seal,

W. Laird Gardner
Notary Public.

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SUMNER G. WHITTIER, as Administrator of Veterans Affairs Calvert Building Baltimore 2, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
THELMA T. ZEMERLIN and JOHN J. ZEMERLIN, her husband Southeast side of Holladay Avenue and Northeast side of Gambrills Avenue Gambrills, Maryland	*	ANNE ARUNDEL COUNTY
	*	Docket. . . . Folio. . .
	*	13,822 Equity
	* * *	

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Frank C. McHenry, Loan Guaranty Officer, and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) knowledge, information and belief

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

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

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

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

Frank C McHenry
Affiant.

Subscribed and sworn to before me
this 27th day of May, 1960

W. Laird Gardner
Notary Public

W. LAIRD GARDNER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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1960 JUN -6 PM 3:32

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DECREE FOR SALE OF MORTGAGE PREMISES

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

vs.

THELMA T. ZEMERLIN and JOHN J. ZEMERLIN, her husband
Southeast side of Holladay Avenue and Northeast side of Gambrills Avenue
Gambrills, Maryland

IN THE

CIRCUIT COURT

FOR

~~OF~~

ANNE ARUNDEL COUNTY

13822 Equity

TERM, 19

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

It, is, Thereupon, This 8th day of June, in the year nineteen hundred and sixty, by the Circuit Court of ~~Baltimore City~~ A. A. County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that JAMES W. BLACKHURST be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $10,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in the ~~City of Baltimore~~ Anne Arundel County, as he $500.00 shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third~~ cash, the balance upon ratification of sale ~~in six and twelve months [or all cash as the purchaser may elect]~~ the credit payment to bear interest from the day of sale, ~~and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them. or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew L. Evans
Judge

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1960 JUN -8 PM 2:28

8

LIBER 10 PAGE 292 LIBER 126 PAGE 310

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 13[illegible]

KNOW ALL MEN BY THESE PRESENTS:

That we, James W. Blackhurst, 1 Central Avenue, S.W., Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND AND 00/100 ($10,000.00) - - - - - - - - - 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 23rd day of June in the year of our Lord one thousand nine hundred and sixty

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

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

vs:

Thelma T. Zemerlin and John J. Zemerlin, her husband

now pending in said Court:

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

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

Signed, sealed and delivered in the presence of:

Grafton Lee Brown, Jr. — James W. Blackhurst (SEAL)
James W. Blackhurst

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. Anthony — D. Anthony *As to Surety*

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

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

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1960 JUN 25 AM 9:23

Bond approved this 25 day of June 1960
George F. Cromwell, Clerk

E. T. NEWELL & CO. . . . . AUCTIONEER

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

13,822

TRUSTEE'S SALE

OF VALUABLE

FEE SIMPLE DWELLING PROPERTY

LOCATED AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHEAST SIDE OF HOLLADAY AVENUE AND THE NORTHEAST SIDE OF GAMBRILLS AVENUE

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case SUMNER G. WHITTIER, Administrator of Veterans Affairs vs. THELMA T. ZEMERLIN and JOHN J. ZEMERLIN (Equity Number 13,822) the undersigned Trustee will sell at Public Auction on the premises the fee simple property above described on

Wednesday, July 6, 1960

AT 2 O'CLOCK, P.M. (E. D. T.)

All that piece or parcel of land situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows

BEGINNING FOR THE SAME at the corner formed by the intersection of the Southeast side of Holladay Avenue and the Northeast side of Gambrills Avenue and running thence on the Northeast side of Gambrills Avenue South 41 degrees East 200 feet; thence North 49 degrees East 200 feet; thence North 32 degrees East 540.5 feet; thence North 41 degrees West 203 feet to the Southeast side of Holladay Avenue; thence on the same South 32 degrees West 551.1 feet; thence South 49 degrees West 190 feet to the point of beginning.

In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

Improved by a frame dwelling containing seven rooms, including three bedrooms and bath and hot air oil heat.

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

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

JAMES W. BLACKHURST, Trustee

1960 JUL -8 PM 1:39

I HEREBY CERTIFY, That SUMNER G. WHITTIER, ADMIN. OF VETERAN'S AFFAIRS did this 6th day of July, 1960, purchase the within described property from James W. Blackhurst, Trustee, at and for the sum of $ 8000.00 and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

Sumner G. Whittier
Administrator of Veterans Affairs
by S. Bursley
Baltimore Regional Office

I HEREBY CERTIFY, That I did sell at Public Auction on Wednesday, July 6, 1960, 2:00 p.m. the property described on the reverse side of this handbill belonging to Thelma T. Zemerlin and John J. Zemerlin, her husband, at and for the sum of $ 8000.00 the successful bidder being SUMNER G. WHITTIER, ADMIN. OF VETERAN'S AFFAIRS and the sale was fairly made.

Harry O. Miller V.P.
VET Newell & Co. Inc.

FILED
1960 JUL -8 PM 1:39

REPORT OF SALE

SUMNER G. WHITTIER, as
Administrator of Veterans Affairs
vs.
THELMA T. ZEMERLIN and
JOHN J. ZEMERLIN, her husband
SE side of Holladay Avenue &
NE side of Gambrills Avenue
Gambrills, Maryland

IN THE

CIRCUIT COURT

FOR 13822

ANNE ARUNDEL COUNTY

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

The Report of Sale of James W. Blackhurst

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as
SE side of Holladay Avenue & NE side of Gambrills Avenue, Gambrills, 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 said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette

a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 6th day of July 1960 at 2:00 o'clock P. M. attend on the premises and then and there sold the fee simple property known as SE side of Holladay Avenue & NE side of Gambrills Avenue, Gambrills, Maryland and described in the attached advertisement of sale to Sumner G. Whittier, Administrator of Veterans Affairs, at and for the sum of Eight Thousand Dollars ($8,000.00), cash upon ratification of sale, the said Sumner G. Whittier, Administrator of Veterans Affairs being the highest bidder therefor.

James W. Blackhurst

Anne Arundel County

State of Maryland, ~~City of Baltimore~~, Sct:

I HEREBY CERTIFY, That on this 6th day of July 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City of Baltimore~~ County aforesaid, personally appeared James W. Blackhurst

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

FILED
1960 JUL 18 PM 1:39

As witness my hand and Notarial Seal,

Grafton Lee Brown, Jr. *Notary Public.*

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

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

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

LOCATED AT THE CORNER FORMED BY THE INTERSECTON OF THE SOUTHEAST SIDE OF HOLLADAY AVENUE AND THE NORTEAST SIDE OF GAMBRILLS AVENUE.

Undcr aod, by virtue of a Decree passed in the Circuit Court for Aone Aruodel Couoty io Equity, in a case SUMNER G. WHITTIER, Administrator of Veterans Affairs vs. THELMA T. ZEMERLIN and JOHN J. ZEMERLIN (Equity No. 13,822) the undersigned Trustee will sell at Public Auction oo the premises the fee simple property above described oo

WEDNESDAY, JULY 6, 1960 at 2:00 o'clock P.M. (E.D.T.)

All that piece or parcel of land situate, lying aod belog in the Fourth Electloo District of Anoe Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at the corner formed by the intersectloo of the Southeast side of Holladay Aveoue and the Northeast side of Gambrills Avenue aod ruoning theoce on the Northeast side of Gambrills Avenue, South 41 degrees East 200 feet; thence North 49 degrees East 200 feet; theoce North 32 degrees East 540.5 feet; theoce North 41 degrees West 203 feet to the Southeast side of Holladay Aveoue; theoce on the same South 32 degrees West 551.1 feet: thence South 49 degrees West 190 feet to the point of beginning.

In fee simple.

TOGETHER with the buildings and improvemeots thereupoo erected, made or being aod all aod every the rights, alleys, ways, waters, privileges, appurteoances aod advantages, to the same belooging, or aoy wise appertaioing.

Improved by a frame dwelliog containing seven rooms, includiog three bedrooms and bath and hot air oil heat.

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

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

JAMES W. BLACKHURST,
Trustee

E. T. NEWELL & CO.
Auctioneer

Ju-30

ORDER NISI

LIBER 126 PAGE 315

~~Summer G. Whittier, as~~
Administrator of Veterans Affairs

versus

Thelma T.Zemerlin and John J.
Zemerlin, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,822 Equity

Ordered, this 8th day of July, 1960, That the sale of the Property in These Proceedings Mentioned made and reported by James W. Blackhurst, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of August next.

The report states that the amount of sale was $ 8,000.00

George T. Cromwell Clerk.

True Copy,
FILED 1960 JUL-8 PM 1:39

TEST: Clerk.

(Final Order)
Summer G. Whittier,as
Administrator of Veteran Affairs

versus

Thelma T. Zemerlin and John J.
Zemerlin, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of August, 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 AUG 16 PM 3:39

JAMES W. BLACKHURST,
Solicitor
One Central Avenue, S. 1,
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

LOCATED AT THE CORNER FORMED BY THE INTERSECTON OF THE SOUTHEAST SIDE OF HOLLADAY AVENUE AND THE NORTEAST SIDE OF GAMBRILLS AVENUE.

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case SUMNER G. WHITTIER, Administrator of Veterans Affairs vs. THELMA T. ZEMERLIN and JOHN J. ZEMERLIN, (Equity No. 13,822) the undersigned Trustee will sell at Public Auction on the premises the fee simple property above described on

WEDNESDAY, JULY 6, 1960 at 2:00 o'clock P.M. (E.D.T.)

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

BEGINNING FOR THE SAME at the corner formed by the intersection of the Southeast side of Holladay Avenue and the Northeast side of Gambrills Avenue and running thence on the Northeast side of Gambrills Avenue South 41 degrees East 200 feet; thence North 49 degrees East 200 feet; thence North 32 degrees East 540.5 feet; thence North 41 degrees West 203 feet to the Southeast side of Holladay Avenue; thence on the same South 32 degrees West 551.1 feet; thence South 49 degrees West 190 feet to the point of beginning.

In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining.

Improved by a frame dwelling containing seven rooms, including three bedrooms and bath and hot air oil heat.

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

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

JAMES W. BLACKHURST,
Trustee

E. T. NEWELL & CO.
Auctioneer

Ju-30

OFFICE C

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 316

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1960

We hereby certify, that the annexed Trustee's Sale Eq. 13,822 Thelma T. Zemerlin,

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 July, 1960. The first insertion being made the 9th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -8 PM 1:51

H. Tilghman

OFFIC. O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 317

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,822 Equity
SUMMER G. WHITTIER, as Administrator of Veteran Affairs

versus

THELMA T. ZEMERLIN and JOHN J. ZEMERLIN, her husband.

Ordered, this 8th day of July, 1960, That the sale of the Property in These Proceedings Mentioned made and reported by James W. Blackhurst, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of August next; provided, a copy of this Order be inserted in some new paper published in Anne Arundel County, once in each of three successive weeks before the 15th day of August next.

The report states that the amount of sale was $8,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 5, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,822 Thelma T. Zemerlin was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of August, 1960. The first insertion being made the 14th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG -5 PM 2:03 By D. Tilghman

No. M.G. 16071

LIBER 126 PAGE 318

In the Case of

Sumner G. Whittier,
as Administrator of
Veterans Affairs
vs.
Thelma T. Zemerlin
and
John J. Zemerlin, her husband

In the

Circuit Court

For

Anne Arundel County

No. 13,822 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

September 13, 1960

Laura K. Bohling
Auditor.

FILED
1960 SEP 16 PM 1:42

Dr. Sumner G. Whittier as Administrator of Veterans Affairs vs. Thelma T. Zemerlin and John J. Zemerlin, her husband

in ac.

To Trustee for Fee, in lieu of Fee and Commissions, viz:	175	00	175	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	71	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	12		
Fidelity & Deposit Co. of Md.-bond premium	40	00		
E.T. Newell &Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
Notary fees	1	50	182	78
To Trustee for Taxes, viz: 1960 State and County taxes ($81.21) - 6 months 6 days	41	95	41	95
To Sumner G. Whittier, Administrator of Veterans Affairs, mortgagee - this balance on account mortgage claim	7,548	77	7,548	77
			8,000	00
Amount of mortgage claim filed	8,687	64		
Interest on principal balance of $8,464.83 @ 1.061 per day from 5/3/60 to 10/23/60- 173 days	183	55		
	8,871	19		
Cr. Amount allowed above	7,548	77		
Balance subject to decree in personam	1,322	42		

with James W. Blackhurst, Trustee Cr.

1960				
July	6	Proceeds of Sale	$8,000 00	$8,000 00
				$8,000 00

ORDER NISI

LIBER 126 PAGE 321

Sumner G. Whittier as Administrator of Veterans Affairs

VERSUS

Thelma T. Zemerlin

and

John J. Zemerlin, her husband

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,822 Equity.

ORDERED, This 16th day of September, 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 24th 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 24th day of October next.

George T. Cromwell, Clerk

FILED 1960 SEP 16 PM 1:42

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of October, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D. Barri Daniels

FILED 1960 OCT 25 AM 11:31

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 322

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed Order Nisi - Aud. Acct. Eq. 13,822

Thelma T. Zemerlin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of October, 1960. The first insertion being made the 22nd day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17487 1960 OCT 10 AM 9:57 By Marie Pate

20

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,822 Equity
SUMNER G. WHITTIER as Administrator of Veterans Affairs
VERSUS
THELMA T. ZEMERLIN and JOHN J. ZEMERLIN, her husband

Ordered, this 16th day of September, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of 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 24th day of October next.

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

O-6

PETITION FOR FORECLOSURE

LIBER 126 PAGE 323

SUMNER G. WHITTIER, as Administrator of Veterans' Affairs Calvert Building Baltimore 2, Maryland *VS.* WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife 2 Fourth Street, Magothy Beach Pasadena, Maryland	**IN THE** **CIRCUIT COURT** FOR [redacted] ANNE ARUNDEL COUNTY [redacted] 13,823 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 23rd day of July A. D. 1958. the defendant executed and delivered to SUMNER G. WHITTIER, Administrator of Veterans' Affairs a mortgage upon certain fee simple property in the County of Anne Arundel [redacted] therein described, to secure the payment of the mortgage debt of $ 9,100.00 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. Default in said mortgage has now occurred.

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

And as in duty, &c.

James W. Blackhurst

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

FILED
1960 JUN -6 PM 3:32

Lowrimore Wm. E.

SH 445-73

LIBER 126 PAGE 324

MARYLAND

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

LIBER 1223 PAGE 359

13,823 Equity

MORTGAGE

THIS MORTGAGE, made this 23rd day of July, A. D. 19 58, by and between

WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and SUMNER G. WHITTIER, as Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D.C. and his successors in such office as such. ~~a corporation organized and existing under the laws of the~~ hereinafter called the Mortgagee.

WHEREAS, the Mortgagor ~~being a member of the Mortgagee~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND ONE HUNDRED - - - - - - - - - - - - - - -00/100 Dollars ($ 9,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five per centum (5 %) per annum until paid, principal and interest being payable at the office of Veterans Administration, Regional Offive, 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 Forty-eight - - - - - - - - - - - - - - - - - - 87/100 Dollars ($ 48.87), commencing on the ~~first~~ 23rd day of August, 19 58, and continuing on the ~~first~~ 23rd 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~~ 23rd day of July, 19 88. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEGINNING for the same at an iron pipe here set at the southeast corner of lot 326; said point of beginning is north six degrees west one hundred and twelve feet and south eighty-four degrees west thirty feet from the intersection of the north side of Riverside Drive and the west side of Fourth Street, now called Joyce Lane, as shown on a plat of Magothy Beach, which is filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, plat # 15. Thence from the point of beginning so fixed, south eighty-four degrees west one hundred seventy-six and sixty-three one-hundredths feet to an iron pipe, thence north forty-one degrees forty-nine minutes west seventy-three and ninety-nine one-hundredths feet to an iron pipe; thence north eighty-four degrees east two hundred nineteen and ninety-one one-hundredths feet to an iron pipe here set on the west side of Joyce Lane, sixty feet wide; thence with said west side of Joyce Lane, south six degrees east sixty feet to the point of beginning. CONTAINING eleven thousand eight hundred and ninety-seven square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in December, 1949. The improvements whereon are known as No. 2 Fourth Street, now called Joyce Lane.

BEING the same lot of ground conveyed by Deed dated July 23, 1958 from the Mortgagee to the Mortgagor herein and recorded prior hereto among the Land Records of Baltimore City.

FILED

1960 JUN -6 PM 3:32

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

2

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, ~~its~~ his 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 five per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

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

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

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

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

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

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

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

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

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

4

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of 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 instrument 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: Grafton Lee Brown, Jr.

William E. Lowrimore [SEAL]
William E. Lowrimore

Katherine Lowrimore [SEAL]
Katherine Lowrimore

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: LIBER 1223 PAGE 363

I HEREBY CERTIFY, That on this 23rd day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared C. E. NIXON, Loan Guaranty Officer, 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.

My commission expires May 4, 1959.

Grafton Lee Brown, Jr. *Notary Public.*

1400

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

Rec'd for record August 1, 1958 at 12:19 P.M.
Mailed to Chief Attorney, Veterans Administration

STATE OF MARYLAND

Mortgage

FROM

WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife

TO

SUMMER G. WHITTIER
Administrator of Veterans Affairs

Rec'd for Record 1958 AUG -1 PM 12 19
REC'D FOR RECORD IN LIBER GR
NO. 1223 FOLIO 363 ANNE ARUNDEL COUNTY
GEO. R. COMMWELL, CLERK

Recorded for Record ... o'clock ... M.
Day recorded in Liber ... Folio ... &c.,
... of the Land Records of ...
... examined per ... Clerk.

Cost of Record, $ 1400

Chief Attorney
Veterans Administration
Calvert Building
Baltimore 2, Maryland

U.S. GOVERNMENT PRINTING OFFICE: 1957—O-427739

STATEMENT OF MORTGAGE CLAIM

LIBER 126 PAGE 328

SUMNER G. WHITTIER,

Administrator of Veterans' Affairs

vs.

WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife
2 Fourth St., Magothy Beach
Pasadena, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

[redacted]

13,823 Equity

STATEMENT OF MORTGAGE DEBT

Original loan amount	$ 9,100.00
Amount paid on principal	148.63
Principal balance as of 3/23/60	8,951.37
t & I account - credit balance	111.49
Balance	8,839.88
Accrual interest to 3/23/60	177.63
Total principal and interest to 3/23/60	9,017.51

Interest accrues @ 5% per annum from 3/23/60

Daily Interest Accrual $ 1.2433

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 25th day of May in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said County of Anne Arundel [redacted], personally appeared R. C. KINSLEY

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 JUN -6 PM 3:33

W. LAIRD GARDNER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

As witness my hand and Notarial Seal

W. Laird Gardner
Notary Public.

LIBER 126 PAGE 329

SUMNER G. WHITTIER, As Administrator of Veterans' Affairs Calvert Building Baltimore 2, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife 2 Fourth Street, Magothy Beach Pasadena, Maryland	*	ANNE ARUNDEL COUNTY
	*	Docket.....Folio.....

* * * * * * * * * *

13,823 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:-

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared

R. C. KINSLEY 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 defendant is not in the military service of the United States,

(2) said defendant is not is 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 services.

Affiant.

Subscribed and sworn to before me

this 25th day of May, 1960.

Notary Public

W. LAIRD GARDNER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1960 JUN -6 PM 3:33

DECREE FOR SALE OF MORTGAGE PREMISES

SUMNER G. WHITTIER,

Administrator of Veterans' Affairs

vs.

WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife
2 Fourth Street, Magothy Beach
Pasadena, Maryland

IN THE

CIRCUIT COURT

FOR

[redacted]

ANNE ARUNDEL COUNTY

[redacted]

13,823 Equity

TERM, 19

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

It, is, Thereupon, This 8th day of June, in the year nineteen hundred and ....., by the Circuit Court of ~~Baltimore City~~ A.A. County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that James W. Blackhurst be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of the 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 9,100.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in the Anne Arundel County ~~City of Baltimore~~ as he $500.00 cash shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash~~, the balance upon ratification of sale ~~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 the 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 their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Evans
Judge

FILED
1960 JUN -8 PM 2:28

8

LIBER 10 ...291 LIBER 126 PAGE 331

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. [illegible]

KNOW ALL MEN BY THESE PRESENTS:

That we, James W. Blackhurst, 1 Central Avenue, S.W., Glen Burnie, Md. and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINE THOUSAND ONE HUNDRED AND 00/100 ($9,100.00) - - 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 23rd day of June in the year of our Lord one thousand nine hundred and sixty

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

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

vs:

William E. Lowrimore and Katherine Lowrimore, his wife

now pending in said Court:

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

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

Signed, sealed and delivered in the presence of:

Grafton Lee Brown, Jr.

James W. Blackhurst (SEAL)
James W. Blackhurst

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. Anthony
D. Anthony *As to Surety*

By [illegible]
Joseph [illegible]. McHugh *Attorney-in-Fact*

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

FILED
1960 JUN 25 AM 9:23

Bond approved this 25 day of [illegible], 19[illegible]

[illegible], Clerk

E. T. NEWELL & CO. . . . . AUCTIONEER

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

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

KNOWN AS 2 FOURTH STREET, MAGOTHY BEACH, PASADENA, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 13,823) SUMNER G. WHITTIER, Administrator of Veterans Affairs vs. WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

Wednesday, July 6, 1960

AT 3 O'CLOCK, P.M. (E. D. T.)

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

BEGINNING for the same at an iron pipe set at the southeast corner of lot 326; said point of beginning is north six degrees west one hundred and twelve feet and south eighty-four degrees west thirty feet from the intersection of the north side of Riverside Drive and the west side of Fourth Street, now called Joyce Lane, as shown on a plat of Magothy Beach, which is filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, plat No. 15. Thence from the point of beginning so fixed, south eighty-four degrees west one hundred seventy-six and sixty-three one-hundredths feet to an iron pipe, thence north forty-one degrees forty-nine minutes west seventy three and ninety-nine one-hundredths feet to an iron pipe; thence north eighty-four degrees east two hundred nineteen and ninety-one one-hundredths feet to an iron pipe here set on the west side of Joyce Lane, sixty feet wide; thence with said west side of Joyce Lane, south six degrees east sixty feet to the point of beginning. CONTAINING eleven thousand eight hundred and ninety-seven square feet of land more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in December, 1949. The improvements whereon are known as No. 2 Fourth Street, now called Joyce Lane.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining.

Improved by a one and one-half story framed dwelling, containing six rooms, three bedrooms and bath, no basement and oil heat.

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

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

FILED
1960 JUL -8 PM 2:34

JAMES W. BLACKHURST, Trustee

I HEREBY CERTIFY, That SUMNER G. WHITTIER, ADMIN. OF VETERANS AFFAIRS did this 6th day of July, 1960, purchase the within described property from James W. Blackhurst, Trustee, at and for the sum of $ 8,400.00 and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

Sumner G. Whittier
Administrator of Veterans Affairs
By. S. Gersten
Baltimore Regional Office

I HEREBY CERTIFY, That I did sell at Public Auction on Wednesday, July 6, 1960, 3:00 p.m. the property described on the reverse side of this handbill belonging to William E. Lowrimore and Katherine Lowrimore, his wife, at and for the sum of $ 8,400.00 the successful bidder being SUMNER G. WHITTIER, ADMIN. OF VETERANS AFFAIRS and the sale was fairly made.

Henry D. Miller V.P.
E. T. Newell & Co Inc.

FILED

1960 JUL -8 PM 2:34

REPORT OF SALE

LIBER 126 PAGE 334

SUMNER G. WHITTIER, as Administrator of Veterans Affairs

vs.

WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife
2 Fourth Street, Magothy Beach
Pasadena, Maryland

IN THE

CIRCUIT COURT

FOR ~~THE~~

ANNE ARUNDEL COUNTY

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

The Report of Sale of James W. Blackhurst

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

the fee simple property known as 2 Fourth Street, Magothy Beach, Pasadena, Md.

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

The Maryland Gazette

a ~~daily~~ weekly newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 6th day of July 1960 at 3:00 o'clock P. M. attend on the premises and then and there sold

the fee simple property known as 2 Fourth Street, Magothy Beach, Pasadena, Md. and described in the attached advertisement of sale to Sumner G. Whittier, Administrator of Veterans Affairs, at and for the sum of Eight Thousand Four Hundred Dollars ($8,400.00), cash upon ratification of sale, the said Sumner G. Whittier, Administrator of Veterans Affairs being the highest bidder therefor.

James W. Blackhurst

Anne Arundel County

State of Maryland, ~~City of Baltimore~~, Sct:

I HEREBY CERTIFY, That on this 6th day of July 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City of Baltimore~~ County aforesaid, personally appeared James W. Blackhurst

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

FILED
1960 JUL -8 PM 2:34

As witness my hand and Notarial Seal,

Grafton Lee Brown, Jr. *Notary Public.*

GRAFTON LEE BROWN NOTARY PUBLIC ANNE ARUNDEL CO.

12

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

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

known as
2 Fourth Street
Magothy Beach
Pasadena, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 13,823) SUMNER G. WHITTIER, Administrator of Veterans Affairs vs. WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

WEDNESDAY, JULY 6, 1960 at 3:00 o'clock P.M. (E.D.T.)

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

BEGINNING for the same at an iron pipe here set at the southeast corner of lot 326; said point of beginning is north six degrees west one hundred and twelve feet and south eighty four degrees west thirty feet from the intersection of the north side of Riverside Drive and the west side of Fourth Street, now called Joyce Lane, as shown on a plat of Magothy Beach, which is filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, plat No. 15. Thence from the point of beginning so fixed, south eighty-four degrees west one hundred seventy-six and sixty-three one-hundredths feet to an iron pipe, thence north forty-one degrees forty-nine minutes west seventy-three and ninety-nine one-hundredths feet to an iron pipe; thence north eighty-four degrees east two hundred nineteen and ninety-one one hundredths feet to an iron pipe here set on the west side of Joyce Lane, sixty feet wide; thence with said west side of Joyce Lane, south six degrees east sixty feety to the point of beginning. CONTAINING eleven thousand eight hundred and ninety-seven square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in December, 1949. The improvements whereon are known as No. 2 Fourth Street, now called Joyce Lane.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining.

Improved by a one and one-half story framed dwelling, containing six rooms, three bedrooms and bath, no basement and oil heat.

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

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

JAMES W. BLACKHURST
Trustee

E. T. NEWELL & CO.
Auctioneer

ORDER NISI

Summer G. Whittier, as Administrator of Veterans Affairs

versus

William E. Lowrimore and Katherine Lowrimore, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,823 Equity

Ordered, this 8th day of July, 1960, That the sale of the Property in these Proceedings Mentioned, made and reported by James W. Blackhurst, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of August next.

The report states that the amount of sale was $ 8,400.00

George T. Cromwell Clerk.

True Copy,

FILED 1960 JUL-8 PM 2:34

TEST: _____ Clerk.

(Final Order)

Summer G. Whittier, as Administrator of Veterans Affairs

versus

William E. Lowrimore and Katherine Lowrimore, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 16th day of August, 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 AUG 16 PM 3:39

13

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

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

known as
2 Fourth Street
Magothy Beach
Pasadena, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 13,823) SUMNER G. WHITTIER, Administrator of Veterans Affairs vs. WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

WEDNESDAY, JULY 6, 1960 at 3:00 o'clock P.M. (E.D.T.)

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

BEGINNING for the same at an iron pipe here set at the southeast corner of lot 326; said point of beginning is north six degrees west one hundred and twelve feet and south eighty four degrees west thirty feet from the intersection of the north side of Riverside Drive and the west side of Fourth Street, now called Joyce Lane, as shown on a plat of Magothy Beach, which is filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, plat No. 15. Thence from the point of beginning so fixed, south eighty-four degrees west one hundred seventy-six and sixty-three one-hundredths feet to an iron pipe, thence north forty-one degrees forty-nine minutes west seventy-three and ninety-nine one-hundredths feet to an iron pipe; thence north eighty-four degrees east two hundred nineteen and ninety-one one hundredths feet to an iron pipe here set on the west side of Joyce Lane, sixty feet wide; thence with said west side of Joyce Lane, south six degrees east sixty feety to the point of beginning. CONTAINING eleven thousand eight hundred and ninety-seven square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in December, 1949. The improvements whereon are known as No. 2 Fourth Street, now called Joyce Lane.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining.

Improved by a one and one-half story framed dwelling, containing six rooms, three bedrooms and bath, no basement and oil heat.

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

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

JAMES W. BLACKHURST
Trustee
E. T. NEWELL & CO.
Auctioneer

Ju-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 337

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 11, 1960

We hereby certify, that the annexed Trustee's Sale Eq. 13,823 William E. Lowrimore

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 July, 1960. The first insertion being made the 9th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1960 JULY
11 PM 2:00

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 338

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,823 Equity
SUMMER G. WHITTIER, as Administrator of Veterans Affairs
versus
WILLIAM E. LOWRIMORE and KATHERINE LOWRIMORE, his wife

Ordered, this 8th day of July, 1960, That the sale of the Property in These Proceedings Mentioned made and reported by James W. Blackhurst, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15 th day of August next.

The report states that the amount of sale was $8,400.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 5, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,823 William E. Lowrimore was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of August, 1960. The first insertion being made the 14th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 AUG -5 PM 2:03

By H. Tilghman

No. M.G. 16072

15

LIBER 126 PAGE 339

In the Case of

Sumner G. Whittier
as Administrator of
Veterans Affairs
vs.
William E. Lowrimore
and
Katherine Lowrimore, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,823 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.

September 13, 1960

FILED

1960 SEP 16 PM 1:50

Dr. Sumner G. Whittier as Administrator of Veterans Affairs vs. William E. Lowrimore and Katherine Lowrimore, his wife

			in ac.	
To Trustee for Fee, in lieu of fee and commissions, as agreed, viz:	175	00	175	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	87	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	22		
Fidelity & Deposit Co. of Md.-bond premium	36	40		
E.T. Newell & Co.,Inc.-auctioneer's fee	25	00		
One-half Federal documentary stamps	4	68		
Notary fees	1	50	195	32
To Trustee for Taxes, viz: 1960 State and County taxes ($120.50) - 6 months 6 days	62	24	62	24
To Sumner G. Whittier, Administrator of Veterans Affairs, mortgagee - this balance on account mortgage claim	7,915	94	7,915	94
			8,400	00
Amount of mortgage claim filed	9,017	51		
Interest on principal balance of $8,839.88 @ $1.2433 per day from 3/23/60 to 10/23/60 - 214 days	266	07		
	9,283	58		
Cr. Amount allowed above	7,915	94		
Balance subject to decree in personam	1,367	64		

17

with

James W. Blackhurst, Trustee

Cr.

1960						
July	6	Proceeds of Sale	8,400	00	8,400	00
					8,400	00

ORDER NISI LIBER 126 PAGE 342

Sumner G. Whittier,
as Administrator of
Veterans Affairs

VERSUS

William E. Lowrimore

and

Katherine Lowrimore, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,823 Equity.

ORDERED, This 16th day of September, 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 24th 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 24th day of October next.

FILED SEP 16 PM 1:50 1960

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of October, 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 OCT 25 AM 11:31

D. Bonn Duckett

OFFICI)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 343

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,823 Equity
SUMNER G. WHITTIER, as Administrator of Veterans Affairs
VERSUS
WILLIAM E. LOWRIMORE, and KATHERINE LOWRIMORE, his wife

Ordered, this 16th day of September, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of 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 24th day of October next.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
O-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed

Order Nisi Aud. - Acct. - Eq. 13,823

William E. Lowrimore

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of October, 1960. The first insertion being made the 22nd day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 OCT 10 AM 9:57

By Marie Tate

No. M. G. 17486

LIBER 126 PAGE 344

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Melvin Mills and	*	ANNE ARUNDEL COUNTY
Marion Mills, His wife	*	Equity No. 13,740

* * * * * * *

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 APR -7 PM 2:54

FW

LIBER 126 PAGE 345

LIBER 995 PAGE 445

~~No. 13,054 Equity~~
No. 13,740 Equity

65 Stamps Required
3.30

THIS MORTGAGE, Made this 20th day of January , in the year one thousand nine hundred and fifty-six , between MELVIN MILLS and MARION MILLS,

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 Thirty-One Hundred ($3100.00) Dollars - XXXXXXX 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 ($30.00) Dollars - - - - - - - - - - - - - - - commencing on the tenth - - - day of February 1956 , and on the tenth - - - - - 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 Lots Nos. Twenty-one (21), Twenty-two (22), Twenty-three (23), and Twenty-four (24), in Block "F" of Marley Park Heights, as shown on Plat thereof, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, Plat 13. Said lots having a combined frontage northwesterly of Eighty (80) feet on the Northeasterly side of Second Avenue, beginning at a point One Hundred and Sixty (160) feet northwesterly from the northwesterly side of Hill-top Road, and with an even rectangular depth northeasterly, parallel with Hill-top Road, of One Hundred and Ten (110) feet. (New plat reference is Plat Book 9, folio 41.)

BEING the same lots of ground which by deed dated October 22nd, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 269, folio 253, was granted and conveyed by William J. Ruhl and Emma L. Ruhl, his wife, to the said mortgagors.

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

~~FILED 1957 MAR -7 PM 4:34~~

FILED
1960 APR -7 PM 2:54

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 the 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-

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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 tenth - - - - - - - - - - - - - - - - - -day of each and every month the sum of Six ($6.00) 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.

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:

Betty Lou Vogt
Betty Lou Vogt

Melvin Mills (SEAL)
Melvin Mills

Marion Mills (SEAL)
Marion Mills

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of January 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Melvin Mills and Marion Mills, his wife - - - -

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

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Betty Lou Vogt, Notary Public

My Commission Expires May 6, 1957.

Rec'd for record Jan. 21, 1956 at 9:00 A.M.

Mailed to Mezger & Mezger

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

7

BALTIMORE, MARYLAND

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

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, its President, and its corporate seal hereto affixed this 17th day of December - - , 1956.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

E. Jane Rusinek

By: John P. Helmer

John P. Helmer, President

LIBER 126 PAGE 350

H. Allen Mezger, Assignee

VS

Melvin Mills and Marion Mills

(his wife)

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 13,770

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$3100.00
Less - Total amount paid on account of Principal	$578.33	
Less - Credit Expense Account	63.78	642.11
Net Balance	$642.11	$2457.89
Plus accumulated interest to May 31st, 1960 (with interest thereafter at rate of 6% per annum)		25.28
Total Amount of Mortgage Indebtedness		$2483.17

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: [signature] Treasurer
Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 5th- - - day of April- - 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- 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

[signature]
Joseph J. Elimline, Jr. Notary Public

My Commission Expires May 1, 1961

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

FILED
1960 APR -7 PM 2:55

9

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

H. Allen Mezger, Assignee

vs.

Melvin Mills and Marion Mills, his wife,

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

Equity No. 13740

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

John P. Helmer

John P. Helmer *Affiant.* President

Subscribed and sworn to before me

this 10th day of May 1960

Joseph J. Blimline, Jr.
Notary Public
Joseph J. Blimline, Jr.

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

FILED

1960 MAY 14 AM 9:33

Jud. 14042.

LIBER 126 PAGE 352

Assignee
~~MORTGAGE OR ASSIGNMENT~~ BOND

LIBER 10 PAGE 252 No. 13,740 Equity

Know all Men by these Presents:

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

~~of~~

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred and No/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, 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* 16th *day of* May *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* Melvin Mills and Marion Mills, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated January 20, 1956 *and recorded in Liber* GTC *No.* 995 *folio* 445 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested* by assignment of power *in him/in said mortgage;*

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

Signed, sealed and delivered in the presence of

Janet B. Segel

Janet B. Segel

H. Allen Mezger [SEAL]

H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By A. Robinson Cohee, Jr.

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

ATTEST:

Carol Armstrong

Carol Armstrong

FILED

1960 MAY 14 AM 9:33

Bond approved this 14 day of May, 1960

George T. Cromwell, Clerk

11

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Melvin Mills and	*	
Marion Mills, His wife	*	ANNE ARUNDEL COUNTY
	*	Equity No. 13740

* * * * *

CERTIFICATION

We hereby certify, that on the 20thday of May , 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:

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING Lots, Nos. Twenty-One (21), Twenty - Two (22), Twenty-Three (23), and Twenty-Four (24), in Block "F" of Marley Park Heights, as shown on Plat thereof, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, Plat 13. Said lots having a combined frontage northwesterly of Eighty (80) feet on the Northeasterly side of Second Avenue, beginning at a point One Hundred and Sixty (160) feet Northwesterly from the Northwesterly side of Hilltop Road, and with an even rectangular depth Northeasterly parallel with Hilltop Road, of One Hundred and Ten (110) feet. (New Plat Reference is Plat Book 9, folio 41.)

at and for the price of $2500.00 .

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

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

By John M. Miller, Jr., President

I/We hereby certify that I/we purchased the above described property at and for the price of Twenty Five Hundred ($2500.00) Dollars.

IN TESTIMONY WHEREOF the said Body Corporate has affixed its corporate seal hereto and called these presents to be signed by Henry C. Bourke, Jr., its Treasurer.

Arundel Federal Savings & Loan Association of Baltimore City

By: Henry C. Bourke, Jr., Treasurer

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

FILED
1960 MAY 25 AM 10:59

LIBER 126 PAGE 355

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
		FOR
vs.	*	ANNE ARUNDEL COUNTY
Melvin Mills and		
Marion Mills, His wife	*	Equity No. 13740

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Melvin Mills and Marion Mills, 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, H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, May 20th, 1960 at 2:00 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 Twenty Five Hundred ($2500.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

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

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 24th day of May, in the year 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 and true and correct and that the sale thereby reported was fairly made.

FILED
1960 MAY 25 AM 10:59

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr., Notary Public

My commission expires May 1, 1961.

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

ORDER NISI

LIBER 126 PAGE 356

H. Allen Mezger, Assignee

versus

Melvin Mills and

Marion Mills, His wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,740 Equity

Ordered, this 25th day of May, 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 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.

The report states that the amount of sale was $ 2500.00

George T. Cromwell Clerk.

True Copy,

FILED 1960 MAY 25 AM 10:59

TEST: Clerk.

(Final Order)

H. Allen Mezger Assignee

versus

Melvin Mills and

Marion Mills, His wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of July, 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 A. Evans

JUDGE.

FILED

1960 JUL -6 PM 2:59

MEZGER AND MEZGER
Attorneys
200 West Saratoga St.
Baltimore, 1, Maryland

Assignee's Sale

Of Valuable Fee Simple Residential Property

IMPROVED WITH A FRAME, APPROVED ROOF DWELLING. LOCATED NORTHWEST SIDE OF SECOND AVENUE ABOUT 160' NORTHWEST OF HILL TOP ROAD, MARLEY HEIGHTS, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in the mortgage dated January 20th, 1956, from Melvin Mills and Marion Mills, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 995, folio 445, 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, May 20, 1960 at 2:00 P.M. E.D.T.

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS situate, and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING Lots, Nos. Twenty-One (21), Twenty - Two (22), Twenty-Three (23), and Twenty-Four (24), in Block "F" of Marley Park Heights, as shown on Plat thereof, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, Plat 13. Said lots having a combined frontage northwesterly of Eighty (80) feet on the Northeasterly side of Second Avenue, beginning at a point One Hundred and Sixty (160) feet Northwesterly from the Northwesterly side of Hilltop Road, and with an even rectangular depth Northeasterly parallel with Hilltop Road, of One Hundred and Ten (110) feet. (New Plat Reference is Plat Book 9, folio 41.)

Terms of Sale: Cash upon ratification of sale. Expenses to be adjusted to the date of sale. A deposit of $350.00, will be required of the purchaser at the time and place of the sale; balance of purchase money to bear interest at the rate of 6 per cent per annum from day of sale.

H. ALLEN MEZGER, Assignee
E. T. NEWELL & CO.,
Auctioneers. M-19

LIBER 126 PAGE 357

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1960

We hereby certify, that the annexed

Assignee's Sale

Melvin Mills

Equity No. 13,740

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 May, 1960. The first insertion being made the 21st day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED
1960 MAY 31 AM 9:31

LIBER 126 PAGE 358 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,740 Equity
H. ALLEN MEZGER, Assignee
versus
MELVIN MILLS and
MARION MILLS, his wife

Ordered, this 25th day of May, 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 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.

The report states that the amount of sale was $2500.00.

GEORGE T. CROMWELL
Clerk

True Copy, TEST:
GEORGE T. CROMWELL
Clerk

Ju-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1960

We hereby certify, that the annexed Order Nisi Sale Eq 13,740. Melvin Mills was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of July, 1960. The first insertion being made the 2nd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 JUL 8 PM 1:52

By M. Wilghman

No. M.G. 15230

In the Case of

H. Allen Mezger,
Assignee
vs.
Melvin Mills
and
Marion Mills, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,740 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura N. Dinkling
Auditor.

September 9, 1960

FILED

1960 SEP 16 PM 2:28

Dr. H. Allen Mezger, Assignee vs. Melvin Mills and Marion Mills, his wife — in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	107	50	157	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	64	76		
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		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	2	75		
Joseph J. Blimline, Jr. - notary fees	1	50	147	29
To Assignee for Taxes, viz: 1960 State and County taxes ($101.90) - 141 days	39	34	39	34
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	2,104	37	2,104	37
			2,500	00
Amount of mortgage claim filed	2,483	17		
Interest @ 6% on principal balance of $2,457.89 from 5/31/60 to 10/13/60 - 135 days	55	31		
	2,538	48		
Cr. Amount allowed above	2,104	37		
Balance subject to decree in personam	434	11		

18

with

H. Allen Mezger, Assignee

Cr.

1960				
May	20	Proceeds of Sale	2,500 00	2,500 00
				2,500 00

ORDER NISI

LIBER 126 PAGE 362

H. Allen Mezger,
Assignee

VERSUS

Melvin Mills
and
Marion Mills, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,740 Equity.

ORDERED, This 16th day of September, 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 24th 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 24th day of October next.

George T. Cromwell, Clerk

FILED 1960 SEP 26 PM 2:23

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of October, 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 OCT 25 AM 11:31

D. Bruce Duckett

LIBER 126 PAGE 363

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Melvin Mills and	*	ANNE ARUNDEL COUNTY
Marion Mills, his wife	*	Equity No. 13740

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Arundel Federal Savings and Loan Association, a body corporate, by Mezger and Mezger, its attorneys, respectfully represents unto Your Honor:

1. That on May 20, 1960 Your Petitioner purchased at public auction the fee simple property lying in the Third Election District of Anne Arundel County, Maryland, known as lots Nos. 21, 22, 23, and 24, in Block F, of Harley Park Heights, as shown on Plat thereof recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, Plat 13, the sale having been made under a power of sale contained in a mortgage by said Assignee in the above entitled case.
2. That on May 25, 1960, the said sale was reported to this Honorable Court by the Assignee and the said sale was finally ratified and confirmed by this Honorable Court on July 6, 1960.
3. That on July 25, 1960, this Petitioner paid the balance due on the purchase price of the said property and obtained therefor a deed from the said Assignee.
4. That under the terms of the advertisement of said sale of property, Your Petitioner became responsible for the expenses of the property such as taxes, etc. and interest on the balance of the purchase price from the date of the sale and also became entitled to possession of the property from the date of the sale.
5. That the Defendants, Melvin Mills and Marion Mills are in possession of the property.
6. That notwithstanding the said sale and ratification thereof and the payment of the purchase price in full and demand of this Petitioner that the said Defendants vacate and surrender possession of the said property to Your Petitioner, the said Defendants have continued to

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1960 SEP 17 AM 10:14

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

occupy the said property and refuse to surrender possession thereof to this Petitioner, to which it is justly entitled.

WHEREFORE, Your Petitioner prays that this Honorable Court pass an Order directing the Defendants to show cause on or before a certain date to be named therein, why this Honorable Court should not issue a Writ of Possession, directing the Sheriff to dispossess them of said property.

AND AS IN DUTY BOUND, ETC.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY.

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

MEZGER AND MEZGER

By: I. Winston Mezger
I. Winston Mezger

By: Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr.
Attorneys for Petitioner
200 W. Saratoga Street
Baltimore 1, Maryland
Lexington-9-8080

AFFIDAVIT

State of Maryland)
) SS
County of Anne Arundel)

I hereby certify that on this 13th day of September, 1960, before me, the subscriber, a Notary Public in and for the county aforesaid, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association, Petitioner, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct.

As witness my Hand and Notarial Seal.

E. Jane Rusinek
E. Jane Rusinek, Notary Public

My commission expires May 1, 1961.

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

ORDER

Upon the aforegoing Petition and Affidavit, it is this 19th day of September, 1960, by the Circuit Court for Anne Arundel County, In Equity, ORDERED, that the Defendants, Melvin Mills and Marion Mills, show cause within 15 days from the date hereof why the relief prayed in this Petition should not be granted; provided a copy of the Petition together with a copy of this Order be served on Melvin Mills and Marion Mills, or, if they cannot be found, a copy of this Petition together with a copy of this Order be conspicuously posted and set upon the premises on or before the 26th day of September 1960.

V. Bruce Duckett
Judge

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

FILED
1960 SEP 19 PM 3:41

LIBER 126 PAGE 366 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, IN

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY A

CERTIFICATE OF PUBLICAT

Annapolis. Md., October 6, 1960

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 13,740

Melvin Mills

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of October, 1960. The first insertion being made the 22nd day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. C. 17489

FILED

1960 OCT 10 AM 9:57

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 13,740
H. Allen Mezger, Assignee
versus
MELVIN MILLS and
MARION MILLS, his wife

Ordered, this 16th day of September, 1960. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of 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 24th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk

o-6

WRIT OF POSSESSION

H. ALLEN MEZGER, ASSIGNEE	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
MELVIN MILLS, and	*	ANNE ARUNDEL COUNTY
MARION MILLS, his wife	*	Equity No. 13740

9 Second Ave.
Marley Park * * * * * * * * * * *
Glen Burnie P.O., Md.

STATE OF MARYLAND,

TO THE SHERIFF OF ANNE ARUNDEL COUNTY

GREETINGS:

WHEREAS, a sale has been made under a power of sale contained in a mortgage by the said Assignee in the above entitled case, of the premises, known as, lots Nos. 21, 22, 23, and 24, in Block F, of Marley Park Heights, as shown on Plat thereof recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, Plat 13, lying and being in the Third Election District of said County and thereafter said sale, so made pursuant thereto, was finally ratified and confirmed to Arundel Federal Savings and Loan Association the purchaser thereof; and

WHEREAS, by Order of Said Court dated September 19, 1960, the occupants thereof Melvin Mills and Marion Mills, his wife, were directed to remove therefrom unless cause be shown on or before the 4th day of October, 1960; and

WHEREAS, such Order was served upon the occupants, Melvin Mills and Marion Mills, his wife, by the Sheriff of Anne Arundel County, but the said occupants are still in said premises, and have not shown any sufficient cause to the contrary.

YOU ARE THEREFORE HEREBY COMMANDED, That without delay you cause the said purchaser Arundel Federal Savings and Loan Association and those claiming by, through or under it to have possession of the premises aforesaid with the appurtenances, and in what manner you shall execute this writ, make known to the said Court on the Second Monday of November, 1960; and you are therefore commanded that immediately after this receipt of this writ to the said real estate aforesaid, you approach and enter, and the said occupants Melvin Mills and Marion Mills, his wife, as well as all and every other person or persons

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

in possession of the said premises, or any part thereof, against the form and effect of the Order of this Court aforesaid, from the possession thereof you remove, and to the said purchaser Arundel Federal Savings and Loan Association or its officer or agent or attorney, or those claiming under said purchaser, the full, peaceable, and quiet possession of all and singular the premises you deliver, put and place, and so from time to time as often as necessary; and the said purchaser Arundel Federal Savings and Loan Association or those claiming by, through or under it being so put into possession, you preserve, keep and continue and cause to be preserved, kept and continued according to the true intent of the Decree or Order aforesaid, our Order aforesaid, and of this suit.

WITNESS, the Honorable JAMES E. BOYLAN JR, CHIEF Judge of the Circuit Court for Anne Arundel County, in Equity, the 5th day of September, 1960.

Issued the 14th day of October, 1960.

George T. Cromwell Clerk
Clerk of the Circuit Court for Anne Arundel County

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

26

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Melvin Mills and	*	ANNE ARUNDEL COUNTY
Marion Mills, his wife	*	Equity No. 13740

* * * * * * * * * * *

ORDER

It appearing to the Court that a certified copy of the above Petition, Affidavit, and Order of Court dated September 19, 1960 was served on Melvin Mills and Marion Mills and no cause to the contrary having been shown, although the time in said Order allowing for showing cause has elapsed, it is this 13th day of October, 1960, by the Circuit Court for Anne Arundel County, In Equity, ORDERED that the aforegoing Order be made absolute and that a Writ of Possession issue in this cause.

Benjamin Michaelson
Judge

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

FILED
1960 OCT 13 PM 3:25

MORRIS TURK, ASSIGNEE	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ARUNDEL RIDGE CORPORATION, a body corporate	:	No. 12757 Equity
	:	

ORDER TO DOCKET FORECLOSURE SUIT

MR. CLERK:

Please docket this foreclosure of mortgage suit and file the original mortgage from Arundel Ridge Corporation, a body corporate, to Marcus C. Gibson, dated July 27, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 504, and the assignment dated July 27, 1949 thereof in part to the extent of $3,000.00 infavor of Joseph G. Greenfield, and the assignment dated June 30, 1958 from Marcus C. Gibson and Joseph G. Greenfield to the undersigned for the purpose of foreclosure.

Morris Turk

Morris Turk, Assignee
Maryland Inn, Annapolis, Maryland
Colonial 3-4341

FILED
1958 JUL -9 PM 2:50

LIBER 531 PAGE 504 LIBER 126 PAGE 371

MORTGAGE FEE—COUNTY—$4.

No. 12,757 Equity

PURCHASE MONEY

This Mortgage, Made this 27th day July

in the year nineteen hundred and Forty nine

ARUNDEL RIDGE CORPORATION, a body corporate of the State of Maryland

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

and Marcus C. Gibson, Divorced

Mortgagee , of the second part.

WHEREAS, the said Arundel Ridge Corporation is fully and justly and bona fide indebted unto the said Marcus C. Gibson in the full and just sum of ($ 34,004.67), representing the balance due of the Purchase Price of the hereinafter described property, and

WHEREAS as a condition precedent to the granting of said loan, these presents were to be executed to secure the repayment of the aforesaid sum with interest as follows:

The sum of Two hundred dollars ($200.00) to be paid on the 27th day of August, 1949 and a like sum of Two hundred dollars ($200.00) on each every succeeding month until the full principal debt is repaid; a sum of One thousand dollars ($1,000.00) in addition to the aforesaid payments to be paid at the end of twelve (12) calender months from the date hereof. Interest on said principal debt shall be at the rate of five per cent (5%) per annum and shall be deducted from the aforegoing payments at the time they are made and the balance of said payments to be applied toward the reduction of the principal indebtedness hereof.

The said Mortgagor is hereby given the privilege of making larger payments or payment in full at any payment period as herein stated.

It is further agreed that the mortgagee will release any lot sold by the Mortgagor at an agreed sales price upon receiving 50 % of the sales price on road front lots and 30 % of the sales price of other lots and that the percentage received by the mortgagee shall reduce the $1,000.00 annual reduction payment to the extent of said percentage paid on sales.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor

does grant and convey unto the said Mortgagee , his heirs and assigns, in fee simple, all that lot or parcels of ground situate and lying in the Second Election District of Anne Arundel County, aforesaid, and described as follows:

PARCEL NO. 1: All that lot or parcel of ground described in a deed from Mary S. Owens and Edward S. Owens, her husband, to Parks Williams, by deed dated April 11th, 1888 and recorded among the Land Records of Anne Arundel County in Liber S.H.No. 32, folio 636, containing 243½ acres of land, more or less.

PARCEL NO. 2: All that lot or parcel of ground described in a deed from James M. Munroe, Trustee to Parkes Williams, by deed dated August 16, 1890 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 37, folio 433, containing 142 acres of land, more or less.

BEING The same two parcels of ground aggregating 380 acres of land, more or less, acquired by Earle Lipchin and Mary Lipchin, his wife, and Marcus C. Gibson, from Louis M. Strauss and Irene M. Strauss, his wife, by deed dated October 21, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 318, folio 248, etc.

SAVING AND EXCEPTING, HOWEVER, from the above two parcels the following:

ONE: Deed from Harriet Williams, Widow, et al, to State of Maryland dated February 26, 1923 and recorded among the Land Records of Anne Arundel

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1950 JUL -9 PM 2:50

County in Liber W.N.W. No. 69, folio 29, containing 4.57 acres of land, more or less.

TWO: Deed from Eugene W. Iglehart, single, et al, to County Commissioners of Anne Arundel County, dated September 28th, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 36, folio 120.

THREE: DEED from Robert L. Burwell and Anne L. Burwell, his wife, to William E. Richardson, dated January 24, 1935 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 135, folio 293, and known as Lot No. 20 on Plat of Arundel Ridge, Section 1, Plat Book F. S. R. No. 4, folio 20 (Cabinet 1 - Rod A-5, Plat 5).

FOUR: Deed from Robert L. Burwell and wife to Annie C. Aman, dated January 24, 1935 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 135, folio 289, known as Lots Nos. 14 and 15 on Plat of Arundel Ridge as aforesaid.

FIVE: All that tract of land 3.2 acres of land more or less conveyed by Marcus C. Gibson to Edward B. Lane as recorded among the Land Records of Anne Arundel County in Liber J.H.H. , folio .

SIX: All that tract of land containing ten (10) acres of land, more or less, sold by the said Marcus Gibson in 1946 to Bernardine F. Combo, as recorded among the Land Records of Anne Arundel County in Liber J.H.H. , folio .

BEING the same property acquired by the Arundel Ridge Corporation from Marcus C. Gibson by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, 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 Marcus C. Gibson

his heirs and assigns, forever.

PROVIDED, that if the said Arundel Ridge Corporation

its successors ~~heirs, personal representatives~~ or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirty four thousand, four dollars and 67/100 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 Arundel Ridge Corporation 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 Arundel Ridge Corporation for itself, its successors ~~heirs, personal representatives~~ and assigns, does 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 Marcus C. Gibson

his personal representatives or assigns, or

Louis M. Strauss 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 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, his 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, its successors ~~personal representatives~~ or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for itself, its successors ~~heirs, personal representatives~~ and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for itself, its successors ~~heirs, personal representatives~~ and assigns, does hereby covenant to pay, and the said Mortgagee, his 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 the said Arundel Ridge Corporation for itself, its successors ~~heirs, personal representatives~~ and assigns, does 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 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 their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

WITNESS the hand and/corporate seal of the said Mortgagor.

TEST:

Alida P. Banks, Sec.

Secretary-Treasurer of the Arundel Ridge Corporation
Alida P. Banks, Secretary

ARUNDEL RIDGE CORPORATION

Geneva K. Valentine (SEAL)
BY: Geneva K. Valentine, President

(SEAL)

(SEAL)

(SEAL)

4

LIBER 126 PAGE 374

LIBER 531 PAGE 507

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 27th day of July in the year nineteen hundred and Forty nine before me, the subscriber, a Notary of the State of Maryland, in and for the County aforesaid, personally appeared Arundel Ridge Corporation, by Geneva K. Valentine, President the Mortgagor named in the aforegoing Mortgage and she acknowledged the aforegoing Mortgage to be its corporate act. At the same time also appeared Marcus C. Gibson, 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.

Alice L. Wood

my commission expires May 7th, 1951 Alice L. Wood, Notary Public

Recorded- 1st August, 1949, at 10:50 A.M.

L. Assmt

Received for Record 1 Day of Aug 1949 at 10:50 o'clock AM and the same day recorded in Liber J.H.H. No. 531 Fol. 507 Land Records of Anne Arundel County.

John H. Hopkins, 3rd Clerk

$.75 Paid

FOR RECORD IN RECORDS OF ANNE ARUNDEL COUNTY -9 PM 2:54 RECORDED IN LIBER 531 FOLIO 507 CROMWELL, CLERK

FOR VALUE RECEIVED, I hereby assign the within mortgage to and Joseph G. Greenfield to the extent of securing the repayment of Three Thousand dollars ($3,000.00) from the date hereof. with interest at 6% per annum.

Witness my hand and seal this 27th day of July, 1949.

Witness:

Alice L. Wood

Alice L. Wood

Marcus C. Gibson (SEAL)

Marcus C. Gibson

Recorded- 1st August, 1949, at 10:50 A.M.

SHORT ASSIGNMENT

LIBER 126 PAGE 375

For value received, we hereby assign the within mortgage unto Morris Turk for the purpose of foreclosure.

Witness our hands and seals this 30th day of June, 1958.

Witness:

Ernest J. Chaffon
ERNEST J. CHAFFON

Marcus C. Gibson (SEAL)
Marcus C. Gibson

Joan Skisak
JOAN S SLAK

Joseph Greenfield (SEAL)
Joseph H. Greenfield

MORRIS TURK, ASSIGNEE	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
ARUNDEL RIDGE CORPORATION, a body corporate	:	NO. 12,757 EQUITY
	:	

STATEMENT OF MORTGAGE CLAIM

BALANCE OF MORTGAGE DEBT	$19,359.78
INTEREST TO JULY 10, 1958	725.99
BALANCE DUE	$20,085.77

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 8th day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marcus C. Gibson, the Mortgagee herein, and made oath in due form of law that he is competent to testify to and has personal knowledge that the foregoing is a true statement of the amount of the mortgage claim filed in these proceedings now remaining due and unpaid.

Witness my hand and Notarial Seal.

Morris Turk

Notary Public

MORRIS TURK NOTARY PUBLIC

FILED

1958 JUL -9 PM 2:50

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G 28086

LIBER 126 PAGE 377

LIBER 9 PAGE 361

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity No. 12,757

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Morris Turk 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 Twenty-Five Thousand ($25,000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of July, 1958.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Arundel Ridge Corporation to Marcus C. Gibson, bearing date on or about the 27th day of July 1949, the said Morris Turk 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 Morris Turk 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

Morris Turk (SEAL)

Morris Turk, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond Approved this 16th day of July 1958

George F. Cromwell, Clerk

FILED

1958 JUL 16 PM 3:39

7

GEORGE W. SCIBLE - Auctioneer

MORRIS TURK, SOLICITOR
MARYLAND INN
ANNAPOLIS, MARYLAND

ASSIGNEE'S SALE

OF

Improved Fee Simple Property

AND ACREAGE LOCATED ON DEFENSE HIGHWAY,
SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue and under the Power of Sale contained in the mortgage from Arundel Ridge Corporation, a body Corporate, to Marcus C. Gibson, dated July 27, 1949 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 531, folio 504 and assigned to the undersigned on June 30, 1958 for the purpose of foreclosure, default having occurred in said mortgage, the following property and improvements will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Thursday, July 31, 1958

at 11:15 O'CLOCK A.M.

All those two parcels of ground aggregating 380 acres of land, more or less, and being described as follows:

PARCEL NO 1: All that lot or parcel of ground described in a deed from Mary S. Owens and Edward A. Owens, her husband, to Park Williams by deed dated April 11, 1888 and recorded among the Land Records of Anne Arundel County in Liber S. H. 32, folio 636, containing 243½ acres of land, more or less.

PARCEL NO. 2: All that lot or parcel of ground described in a deed from James M. Munroe, Trustee, to Park Williams, by deed dated August 16, 1890 and recorded among the Land Records of Anne Arundel County in Liber S. H. 37, folio 433, containing 142 acres of land, more or less

Being the same two parcels conveyed by Marcus C. Gibson, et al, to Arundel Ridge Corporation, a body corporate, by deed dated July 27, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 497; saving and excepting from the two parcels the following.

1. All that lot of ground described in a deed from Harriet Williams, widow, to State of Maryland dated February 26, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 69, folio 29, containing 4.57 acres of land, more or less.

2. Deed from Eugene W. Iglehart, single, et al to County Commissioners of Anne Arundel County, dated September 28, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.N.B. No. 36, folio 120, containing approximately two acres, more or less.
3. Deed from Robert L. Burwell and wife to William E. Richardson, dated January 24, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 135, folio 293, conveying Lot No. 20 as shown on the Plat of Arundel Ridge, containing 3.50 acres, more or less.
4. Deed from Robert L. Burwell and wife to Annie C. Aman, dated January 24, 1935 and recorded among theLand Records of Anne Arundel County in Liber F.A.M. No. 135, folio 289, conveying lots 14 and 15 on Plat of Arundel Ridge, containing 2.0 acres, more or less.
5. All that tract of land containing 3.2 acres of land, more or less, conveyed by Marcus C. Gibson to Edward B. Lane by deed dated February 18, 1946 and recorded among said Land Records in Liber J.H.H. 351, folio 378.
6. Deed from Marcus C. Gibson to Bernardine F. Cumbo, dated October 18, 1946 and recorded among said Land Records in Liber J.H.H. No. 388, folio 78, containing 10 acres, more or less.
7. Deed from Marcus C. Gibson, et al, to Arundel Ridge Corporation, dated July 27, 1949 and recorded among said Land Records in Liber J.H.H. No. 531, folio 495, containing approximately 11 acres, more or less.

The property herein offered for public sale is estimated to contain about 349 acres, more or less, and no guarantee is made or given as to the actual acreage; furthermore, an exception is taken to the amount of acreage which might be revealed by a physical survey thereof.

This property is improved by a small log cabin store located on the corner of St. Stephens Road and Route 450 (Defense Highway), and also an incomplete ranch-type house, containing several rooms, but no water, sewerage or electric.

This property is bounded on the East by Bacon Ridge Branch, on the North by the Cumbo property, on the West by the Marchande and Beard properties and on the South by North River. A plat of this property may be seen in the office of the Assignee.

TERMS OF SALE: The property described above will be sold as an entirety and a deposit of 10% of the purchase price will be required of the purchaser at the time of sale. The Balance, with interest at 6%, to be paid upon final ratification of sale. Taxes and other public charges and expenses, if any, to be adjusted to the date of sale.

MORRIS TURK,
Assignee

FILED

1958 AUG -1 PM 12:43

MORRIS TURK, ASSIGNEE, etc.

vs.

THE ARUNDEL RIDGE CORPORATION

LIBER 126 PAGE 380

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 12,757 Equity

AUCTIONEER'S CERTIFICATE

I HEREBY certify that I have this 31ST day of July, 1958, sold the within described property as shown on the reverse side hereof to GENEVA K. VALENTINE. at and for the sum of THIRTY ~~SIX~~ FIVE THOUSAND ~~FIVE~~ ONE HUNDRED Dollars ($ 35,100.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

George W. Scibel Auctioneer

PURCHASER'S CERTIFICATE

(I) (We) hereby certify that (I) (We) have this 31ST day of July, 1958, purchased the within described property from Morris Turk, Assignee, at and for the sum of THIRTY ~~SIX~~ FIVE THOUSAND ~~FIVE~~ ONE HUNDRED Dollars ($ 35,100.00);, and (I) (We) hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

WITNESS:

Morris Turk

Geneva K. Valentine (SEAL)

(SEAL)

FILED

1958 AUG -1 PM 12:43

MORRIS TURK, ASSIGNEE	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
ARUNDEL RIDGE CORPORATION	:	NO. 12,757 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Morris Turk, Assignee of the mortgage filed in these proceedings for the purpose of foreclosure, respectfully shows:

That after giving Bond with security for the faithful performance of his trust as Assignee, and after having complied with all other pre-requisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital and Maryland Gazette, newspapers published in Anne Arundel County, Maryland, for at least 20 days before the day of sale, he did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 31st day of July, 1958, at 11:15 o'clock A.M. then and there proceed to sell and did sell said property mentioned in these proceedings at public sale to the highest bidder, said property being described as follows:

Parcel No. 1: All that lot or parcel of ground described in a deed from Mary S. Owens and Edward A. Owens, her husband, to Park Williams, by deed dated April 11, 1888 and recorded among the Land Records of Anne Arundel County in Liber S.H. 32, folio 636, containing 243½ acres of land , more or less.

Parcel No. 2: All that lot or parcel of ground described in a deed from James M. Munroe, Trustee, to Park Williams, by deed dated August 16, 1890 and recorded among the Land Records of Anne Arundel County in Liber S.H. 34, folio 433, containing 142 acres of land, more or less.

BEING THE SAME two parcels conveyed by Marcus C. Gibson, et al, to Arundel Ridge Corporation, a body corporate, by deed dated July 27, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 497; Saving and Excepting from the above two parcels the following:

(1) 4.57 acres, more or less, as conveyed in W.N.W. 69, folio 29.
(2) 2 acres, more or less as conveyed by W.M.B. 36, folio 120.
(3) 3.50 acres, more or less as conveyed by F.A.M. No. 135, folio 293.
(4) 2 acres, more or less as conveyed by F.A.M. No. 135, folio 299.
(5) 3.2 acres, more or less, conveyed by J.H.H. No. 351, folio 378.
(6) 10 acres, more or less, conveyed by J.H.H. No. 388, folio 78.
(7) 11 acres, more or less, conveyed by J.H.H. No. 531, folio 495.

The property herein containing approximately 349 acres, more or less.

FILED
1958 AUG -1 PM 12:43

10

And, he did sell the above described property to Geneva K. Valentine, for the sum of Thirty Five Thousand, One Hundred Dollars ($35,100.00), she being the highest bidder therefor.

Respectfully submitted,

Morris Turk

Morris Turk

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 31st day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Morris Turk, Assignee named in the mortgage filed in these proceedings and 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; and he made further oath that he is competent to testify to and has personal knowledge of the above matters and things stated.

Witness my hand and Notarial Seal.

Naomi K. Cox

Notary Public

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ORDER NISI

LIBER 126 PAGE 383

Morris Turk, Assignee

versus

Arundel Ridge Corporation,
a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,757 Equity

Ordered, this 1st day of August, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by Morris Turk, Assignee, ~~XXXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of September next.

The report states that the amount of sale ~~XXXXXX~~ was $35,100.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 1 Aug., 1958, at 2:20 P. M.

(Final Order)

Morris Turk, Assignee

versus

Arundel Ridge Corporation,
a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st day of October, 1958 that the sale made and reported by the ~~XXXXXX~~ 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 ~~XXXXXX~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge.

FILED
1958 OCT 31
PM 3:20

12

LIBER 126 PAGE 384

OF CE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Assignee's Sale

No. 12,757 Equity

Marcus C. Gibson

Folio 504

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 ~~successive~~ weeks before the 31st day of July, 1958. The first insertion being made the 10th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 12 PM 1:11

By Marie Tate

Legal Notice

Morris Turk, Solicitor
Maryland Inn
Annapolis, Maryland

ASSIGNEE'S SALE

OF IMPROVED FEE SIMPLE PROPERTY

AND ACREAGE LOCATED ON DEFENSE HIGHWAY, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BY virtue and under the Power of Sale contained in the mortgage from Arundel Ridge Corporation, a body corporate, to Marcus C. Gibson, dated July 27, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 504 and assigned to the undersigned on June 30, 1958 for the purpose of foreclosure, default having occurred in said mortgage, the following property and improvements will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Thursday,
JULY 31, 1958
at 11:15 o'clock A.M.

All those two parcels of ground aggregating 380 acres of land, more or less, and being described as follows:

PARCEL NO. 1: All that lot or parcel of ground described in a deed from Mary S. Owens and Edward A. Owens, her husband, to Park Williams by deed dated April 11, 1888 and recorded among the Land Records of Anne Arundel County in Liber S.H. 32, folio 636, containing 243½ acres of land, more or less.

PARCEL NO. 2: All that lot or parcel of ground described in a deed from James M. Munroe, Trustee, to Park Williams, by deed dated August 16, 1890 and recorded among the Land Records of Anne Arundel County in Liber S.H. 37, folio 433, containing 142 acres of land, more or less.

13

BEING the same two parcels conveyed by Marcus C. Gibson, et al, to Arundel Ridge Corporation, a body corporate, by deed dated July 27, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 497; saving and excepting from the two parcels the following:

1. All that lot of ground described in a deed from Harriet Williams, widow, to State of Maryland dated February 26, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 69, folio 29, containing 4.57 acres of land, more or less.

2. Deed from Eugene W. Iglehart, single, et al to County Commissioners of Anne Arundel County, dated September 28, 1928 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 36, folio 120, containing apporximately two acres, more or less.

3. Deed from Robert L. Burwell and wife to William E. Richardson, dated January 24, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 135, folio 293, conveying Lot N 0 as shown on the Plat of Arundel Ridge, containing 3.50 acres, more or less.

4. Deed from Robert L. Burwell and wife to Annie C. Aman, dated January 24, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 135, folio 289, conveying lots 14 and 15 on Plat of Arundel Ridge, containing 2.0 acres, more or less.

5. All that tract of land containing 3.2 acres of land, more or less, conveyed by Marcus C. Gibson to Edward B. Lane by deed dated February 18, 1946 and recorded among said Land Records in Liber J.H.H. 351, folio 378.

6. Deed from Marcus C. Gibson to Bernadine F. Cumbo, dated October 18, 1946 and recorded among said Land Records in Liber J.H.H. No. 388, folio 78, containing 10 acres, more or less.

7. Deed from Marcus C. Gibson, et al, to Arundel Ridge Corporation dated July 27, 1949 and recorded among said Land Records in Liber J.H.H. No. 531, folio 495, containing approximately 11 acres, more or less.

The property herein offered for public sale is estimated to contain about 349 acres, more or less, and no guarantee is made or given as to the actual acreage; furthermore, an exception is taken to the amount of acreage which might be revealed by a physical survey thereof.

This property is improved by a small log cabin store located on the corner of St. Stephens Road and Route 450 (Defense Highway), and also an incomplete ranch-type house, containing several rooms, but no water, sewerage or electric.

This property is bounded on the East by Bacon Ridge Branch, on the North by the Cumbo property, on the West by the Marchande and Beard properties and on the South by North River. A plat of this property may be seen in the office of the Assignee.

TERMS OF SALE: The property described above will be sold as an entirety and a deposit of 10 per cent of the purchase price will be required of the purchaser at the time of sale. The Balance, with interest at 6 per cent, to be paid upon final ratification of sale. Taxes and other public charges and expenses, if any, to be adjusted to the date of sale.

MORRIS TURK, Assignee

GEORGE W. SCIBLE
Auctioneer.

Jy-29

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Designation Order

No 12,757 Equity

Marius C. Gibson

Folio 504 -

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for one ~~successive~~ weeks before the 31st day of July, 1958. The ~~first~~ insertion being made the 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 12 PM 1:10

By Marie Tate

Morris Turk, Solicitor
Maryland Inn
Annapolis, Maryland

Assignee's Sale

OF IMPROVED FEE SIMPLE PROPERTY

AND ACREAGE LOCATED ON DEFENSE HIGHWAY, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BY virtue and under the Power of Sale contained in the mortgage from Arundel Ridge Corporation, a body corporate, to Marcus C. Gibson, dated July 27, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 504 and assigned to the undersigned on June 30, 1958 for the purpose of foreclosure, default having occurred in said mortgage, the following property and improvements will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

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5. All that tract of land containing 3.2 acres of land, more or less, conveyed by Marcus C. Gibson to Edward B. Lane by deed dated February 18, 1946 and recorded among said Land Records in Liber J.H.H. 351, folio 378.

6. Deed from Marcus C. Gibson to Bernadine F. Cumbo, dated October 18, 1948 and recorded among said Laud Records in Liber J.H.H. No. 388, folio 78, containing 10 acres, more or less.

7. Deed from Marcus C. Gibson, et al, to Arundel Ridge Corporation dated July 27, 1949 and recorded among said Land Records in Liber J.H.H. No. 531, folio 495, containing approximately 11 acres, more or less.

The property herein offered for public sale is estimated to contain about 349 acres, more or less, and no guarantee is made or given as to the actual acreage: furthermore, an exception is taken to the amount of acreage which might be revealed by a physical survey thereof.

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MORRIS TURK, Assignee

GEORGE W. SCIBLE
Auctioneer.

Jy-29

G 22058

LIBER 126 PAGE 388
LIBER 9 PAGE 387

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

ADDITIONAL
BOND

No. 12,757 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Morris Turk, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand One Hundred Dollars ($10,100.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 12th day of August, 1958.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Arundel Ridge Corporation to Marcus C. Gibson, the said Morris Turk as Assignee, was authorized and empowered to make sale of the property described in the 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 occurred in the payment of the principal and interest aforesaid, and the said Morris Turk, as Assignee of said Mortgage has executed said power and made sale of the property 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 Assignee 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:

Morris Turk (SEAL)
Morris Turk, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney-in-Fact
SURETY

Kathleen L. Woelfel
Kathleen L. Woelfel

Bond Approved this 13th day of August 1958.
George T. Cromwell, Clerk

FILED

15 1958 AUG 13 AM 10:50

LIBER 126 PAGE 389 OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

In The
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,757 Equity

MORRIS TURK, Assignee
versus
ARUNDEL RIDGE CORPORATION, a body corporate.

Ordered this 1st day of August, 1958, that the sale of the property in these proceedings mentioned, made and reported by Morris Turk, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of September next.

The report states that the amount of sale was $35,100.00.

GEORGE T. CROMWELL,
Clerk.

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

A-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,757
Arundel Ridge Corp
$35,100.00

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 September, 1958. The first insertion being made the 4th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

SEP -3 PM 3:53

No. M. C. 3662 ~~1958~~

By

16

LIBER 126 PAGE 390

MORRIS TURK, ASSIGNEE	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ARUNDEL RIDGE CORPORATION	:	NO. 12,757 Equity

PETITION AND ORDER OF COURT TO
SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Geneva K. Valentine, respectfully shows:

1. That she purchased from Morris Turk, Assignee, the property designated as Two Parcels containing 243½ acres, more or less and 142 acres, more or less, respectively saving and exception therefrom certain conveyances containing approximately 36.27 acres, thus leaving 349 acres, more or less, in said purchase, all as shown in these proceedings, at and for the sum of Thirty Five Thousand One Hundred Dollars ($35,100.00) according to the Purchaser's Agreement and Resport of Sale filed herein.

2. That since said purchase, your Petitioner desires that the following be substituted as the sale purchaser of the aforementioned property in the place and stead of your Petitioner, Geneva K. Valentine:

MELVIN J. BERMAN, GENERAL PARTNER
I. WOLFORD BERMAN, LIMITED PARTNER
ARTHUR VINCENT ROBINSON, LIMITED PARTNER
ABE M. MASON, LIMITED PARTNER
RCS ROBERT CHARLES SICKMAN, LIMITED PARTNER, Co-Partners
Trading as Annapolis Acres Development Company

WHEREFORE, Your Petitioner prays this Honorable Court to pass an Order substituting Melvin J. Berman, General Partner, I. Wolford Berman, Limited Partner, Arthur Vincent Robinson, Limited Partner, Abe M. Mason, Limited Partner, and Robert Charles Sickman, Limited Parter, as Co-Partners, with the right of survivorship, Trading as Annapolis Acres Development Company, as the purchaser of said property in the place and stead of Geneva K. Valentine.

Geneva K Valentine
Geneva K. Valentine

FILED
1958 DEC 30 AM 10:12

17

We assent to the substitution of the purchaser as prayed.

Morris Turk

Morris Turk, Assignee

We hereby assent to the substitution of the purchaser in the above cause and hereby agree to comply with the terms of said sale as stated in the above cause.

Melvin J. Berman

Melvin J. Berman, General Partner

I. Wolford Berman

I. Wolford Berman

Arthur Vincent Robinson

Arthur Vincent Robinson

Noah A. Hillman

Noah A. Hillman, Solicitor for Substituted Purchaser

Abe M. Mason

Abe M. Mason

Robert Charles Sickman

RCS Robert Charles Sickman

trading as Annapolis Acres Development Company, a Limited Partnership

ORDER OF COURT

Upon the foregoing Petition, it is this 30th day of December, 1958, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that Melvin J. Berman, I. Wolford Berman, Arthur Vincent Robinson, Abe M. Mason and Robert Charles Sickman, trading as Annapolis Acres Development Company, a Limited Partnership, be and they are hereby substituted as purchasers of the property mentioned in the aforegoing Petition and described in the Assignee's Report of Sale.

Benjamin Michaelson

Judge

FILED

1958 DEC 30 AM 10:24

1X

In the Case of

Morris Turk,
Assignee
vs.
Arundel Ridge Corporation,
a body corporate

In the
Circuit Court
For
Anne Arundel County

No. 12,757 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. Frakling
Auditor.

September 7, 1960

FILED
1960 SEP -9 PM 12:41

Dr. Morris Turk, Assignee vs. Arundel Ridge Corporation, a body corporate

in ac.

To Assignee for Commissions, viz:	985	16		
To Assignee for Fee (Order 1/29/59), viz:	300	00	1,285	16
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	72	00		
Jos. W. Alton, Jr. - Sheriff's costs	2	50		
Shirley Miller - Stenographer's fee	25	00		
Auditor - stating this account	90	00	209	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	73	14		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	18	49		
Globe Indemnity Co. - 1948 and 1959 bond premiums	282	00		
Globe Indemnity Co.-1960 bond premium - adjusted	25	00		
George W. Scible - auctioneer's fee	300	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	19	53		
One-half State documentary stamps	19	52		
Naomi K. Cox - notary fees	1	00	759	68
To Assignee for Taxes, viz:				
1957 State and County taxes	416	31		
1958 State and County taxes ($397.72) - adjusted to 7/31/58	231	98	648	29
To Assignee for Liens, viz:				
Marcus Gibson, mortgagee - in full for mortgage claim plus interest to 3/3/59 (Order 3/3/59), viz:				
Amount of mortgage claim filed	20,085	77		
Interest on principal balance of $19,359.78 from 7/10/58 to 3/3/59	618	43	20,704	20
To Assignee for Claims Allowed by Order of Court dated 8/25/60, viz:				
(1) Marcus C. Gibson - amount allowed	747	60		
(2) J. R. McCrone, Inc. - amount allowed	400	00		
(3) Louis M. Strauss - amount allowed	600	00		
(4) Mrs. Esther T. Marshall - amount allowed	100	00	1,847	60
BALANCE FOR DISTRIBUTION IN ACCORDANCE WITH ABOVE ORDER - $9,803.52				
Distributed as follows:				
(1) To Charles Cabell Carter -				

one-third	$3,267.84			
LESS				
Amount deductible $ 650.00				
Amount assigned to Reginald H. McHale- 3/2/60 975.00				
Amount assigned to George E. Brown, Jr. 2/11/60 1,000.00	2,625.00	642	84	
(2) To Gustave Auzene, Executor of Alida P. Banks - 47½% of remaining two-thirds plus $650.00 deducted as above ($7,185.68)		3,413	20	
(3) To Hugh Valentine and GenevaValentine- .4910 of the remaining 52½% ($3,772.48)		1,852	30	
(4) To C. Herbert Marshall - .2500 of $3,772.48		943	12	
(5) To Marie F. Rogers - .0040 of $3,772.48		15	09	
(6) To Bertha Bryan-.0570 of $3,772.48		215	03	
(7) To Clare Payne - .0220 of $3,772.48		82	99	
(8) To Fred A. Toland - .0230 of $3,772.48		86	77	
(9) To Juanita Jones - .0300 of $3,772.48		113	17	
(10) To Dr. and Mrs. Jos. G. Gathings - .0480 of $3,772.48		181	09	
(11) To Allen Douglas - .0300 of $3,772.47		113	17	
(12) To Fred A. Jentons - .0080 of $3,772.48		30	18	
(13) To John White - .0100 of $3,772.48		37	72	
(14) To Joseph Kent - .0110 of $3,772.48		41	50	
(15) To Hurston Kent - .0020 of $3,772.48		7	54	
(16) To Dr. Joseph A. Millender - .0040 of $3,772.48		15	09	
(17) To Clyde McGowan- .0100 of $3,772.48		37	72	
To Reginald H. McHale, amount assigned to him by Charles C. Carter on 3/2/60		975	00	
To George E. Brown, Jr. - amount assigned to him on 2/11/60		1,000	00	9,803 52
				35,257 95

with

Morris Turk, Assignee

Cr.

1958						
July	31	Proceeds of Sale	35,100	00		
		Interest on deferred payment of $31,590.00 to 12/30/58	157	95	35,257	95
					35,257	95

LIBER 126 PAGE 396

ORDER NISI

Morris Turk,
Assignee

VERSUS

Arundel Ridge Corporation,
a body corporate

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,757 Equity.

ORDERED, This 9th day of September, 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 17th 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 17th day of October next.

George T. Cromwell

FILED
1960 SEP -9 PM 12:41

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of October, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D Brian Duckett

1960 OCT 18 AM 11:5

rl

LIBER 126 PAGE 397

OFFICIAL OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 1, 1960

We hereby certify, that the annexed Order Nisi Eq. 12,757 Auditor Account Arundel Ridge Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of October, 1960. The first insertion being made the 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1960 OCT -3 PM 1:37

No. M. G. 17160

25

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,757 Equity
Morris Turk, Assignee
vs
ARUNDEL RIDGE CORPORATION a body corporate

Ordered, this 9th day of September, 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 17th day of October next; Provided, a copy of this Order be insuerted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-29

LIBER 126 PAGE 398

HERBERT R. GROVE and MARY GROVE, his wife 8557 Bay Road, Pasadena P. O., Maryland	:	IN THE
		CIRCUIT COURT
vs	:	FOR
GORDON E. EARLE and ELIZABETH A. EARLE, his wife 215 Arumdel Road, Pasadena, Maryland.	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,817

.. ..

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original Contract of Sale, which is marked "Plaintiffs' Exhibit A" in the foreclosure suit.

Herbert R. Grove
Herbert R. Grove

Mary J. Grove
Mary J. Grove

William J. Boehm
William J. Boehm
160 South Street
Annapolis, Md.
Co. 7-7310

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1960 JUN -1 PM 3:42

THIS AGREEMENT AND CONTRACT OF SALE, made this 17th day of May, 1955, by and between HERBERT R. GROVE and CATHERINE C. GROVE, his wife, parties of the first part and Sellers, who reside at Riviera Beach, Maryland and whose post-office address is Pasadena, Maryland, and GORDON E. EARLE and ELIZABETH A. EARLE, his wife, parties of the second part and Buyers who reside in Baltimore City and whose post-office address is the same.

WITNESS: That the said Sellers hereby bargin and sell unto the said Buyers and the latter does hereby purchase from the former the following described property, situate, lying and being in the Third Election District of Anne Arundel County and described as follows, that is to say:-

Known and designated as Lots #18 and #19, Section N, Plat of Riviera Beach, which plat is duly recorded among the Plat Records of Anne Arundel County.

BEING the same property which by deed dated January 25, 1954 was granted and conveyed by Calvin L. Justis and Christine W. Justis, his wife, to Herbert R. Grove and Catherine C. Grove, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 886, folio 242.

At and for the price of Eleven Thousand, Five Hundred ($11,500.00) Dollars, including improvements, of which the sum of Fifteen Hundred ($1,500.00) Dollars having been paid prior to the signing of this agreement, the receipt whereof is hereby acknowledged, and the principal balance in the amount of Ten Thousand ($10,000.00) Dollars shall be paid by the Buyers to the Sellers, at the Sellers residence in consecutive monthly installments of Eighty ($80.00)Dollars each, which shall severally become due and payable on the 15th of each and every month beginning with the first installment due on the 15th day of June, 1955, together with interest at the rate of five and one-half per cent (5½%) per annum.

INSURANCE, covering loss by fire, in the amount of at least Ten thousand ($10,000.00) Dollars, shall inure to the parties hereto as their interest may appear. It is also understood and

"Plaintiffs' Exhibit A"

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1960 JUN -1 PM 3:42

HENRY J. TARANTINO
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

agreed that the Sellers shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interest may appear, and to continue said insurance in force during the life of this Contract at the expense of the Buyers.

Said installment payments shall first be applied by the Sellers, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Sellers; (b) ground rent, if any, paid by the Sellers; (c) insurance premiums on said property paid by the Sellers; (d) interest on unpaid balance owed by the Buyers; (e) principal balance owed by Buyers. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges, the difference shall be credited to the unpaid balance of the purchase price.

Sellers agree that Buyers shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract.

It is understood and agreed that, at any time during the life of this contract, upon sixty (60) days written notice and demand by the Sellers, Buyers shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Sellers, or to a mortgagee or mortgagees procured by the Sellers, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not

HENRY J. TARANTINO
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Sellers demand under this paragraph, Buyers shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Sellers shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of Five (5) per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyers agree:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.

2. That they will not assign or transfer this agreement without the written consent of the Sellers.

3. That all necessary alterations or repairs shall be made by him at his own expense.

4. That they will make payments provided hereunder when and as they become due.

5. That they will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.

6. That they will not rent the premises in whole or part without first obtaining the written consent of the Sellers.

7. That they will not use or permit the use of the premises for purposes other than those of a dwelling.

HENRY J. TARANTINO
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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8. That they will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyers prior to the date of this contract and Buyers accept it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Sellers.

9. That they will pay all real estate taxes imposed on said property.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyers' expense by the Sellers, which shall convey the property to the Buyers. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupance restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easement which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Sellers until legal title has passed or right of possession has been given.

DEFAULT: Failure of Buyers to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall in addition to other remedies provided by law, entitle the Sellers to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyers hereby assent to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court forthe County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said

HENRY J. TARANTINO
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

property under the powers hereby granted, the proceeds hsall be applied as follows, to wit: 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 property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Sellers herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyers herein, his or their heirs, executors, administrators, or assigns.

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

WITNESS in duplicate the hands and seals of the parties hereto the day and year first above written.

NOTICE TO BUYERS

You are entitled to a copy of this contract at the time you sign it.

Ann Thomas — ANN THOMAS
Herbert R. Grove (SEAL) — Herbert R. Grove

Ann Thomas — ANN THOMAS
Catherine C. Grove (SEAL) — Catherine C. Grove

Date signed by Sellers 17 May, 1955

Ann Thomas — ANN THOMAS
Gordon E. Earle (SEAL) — Gordon E. Earle

Ann Thomas — ANN THOMAS
Elizabeth A. Earle (SEAL) — Elizabeth A. Earle

Date signed by Buyers May 17, 1955

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyers hereby acknowledge receipt of copy of the foregoing contract this 17 day of May, 1955.

Ann Thomas — ANN THOMAS — Witness
Gordon E. Earle — GORDON E. EARLE — Buyer

Ann Thomas — ANN THOMAS — Witness
Elizabeth Earle — ELIZABETH EARLE — Buyer

HENRY J. TARANTINO
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Recorded-29th-July-1955-at-10:25-A.M.

LIBER 126 PAGE 404

HERBERT R. GROVE and :
MARY J. GROVE, his wife
8557 Bay Road,
Pasadena P. O., Maryland. : IN THE

CIRCUIT COURT

vs :

FOR

GORDON E. EARLE and
ELIZABETH A. EARLE, his wife, :
215 Arundel Road, ANNE ARUNDEL COUNTY
Pasadena, Maryland.

: EQUITY NO. 13,817

.. ..

STATEMENT OF CLAIM

Original amount of Contract of Sale ---------- $10,000.00

Amount due under Contract of Sale ----------	$9,405.33
Water bill, including interest (3 years @ $17.50 per year-	57.62
	$9,562.95

Last payment made September 1959

Herbert R. Grove
Herbert R. Grove

Mary J. Grove
Mary J. Grove

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of May, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Herbert R. Grove and Mary J. Grove, his wife, and they acknowledged the aforegoing Statement of Claim to be true to the best of their information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

J. Walter Lan
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1960 JUN -1 PM 3:42

HERBERT R. GROVE and MARY GROVE, his wife 8557 Bay Road, Pasadena P. O., Maryland	:	LIBER 126 PAGE 405 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs	:	
GORDON E. EARLE and ELIZABETH A. EARLE, his wife 215 Arundel Road, Pasadena, Maryland.	:	EQUITY NO. 13817

.. ..

ATTORNEY'S SALE

of

LOTS NUMBERS 18 AND 19
SECTION N, RIVIERA BEACH,
THIRD DISTRICT OF ANNE
ARUNDEL COUNTY, MARYLAND,
IMPROVED BY 5 ROOM AND BATH
FRAME DWELLING

Under and by virtue of the power and authority contained in a Contract of Sale by and between Herbert R. Grove and Catherine C. Grove, his wife, and Gordon E. Earle and Elizabeth A. Earle, his wife, dated May 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950 folio 394; and (default having occurred thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, Annapolis, Maryland, on

MONDAY, JULY 18, 1960

at 2:00 P.M.

the following described property:

Lots Numbers 18 and 19, Section N, Plat of Riviera Beach, which plat is duly recorded among the Plat Records of Anne Arundel County

Being the same property which by deed dated January 25, 1954, was granted and conveyed by Calvin L. Justis and Christine W. Justis, his wife, to Herbert R. Grove and Catherine C. Grove, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 886, folio 242.

FILED

1960 JUN 17 AM 11:46

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to the day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

ROBERT H. CAMPBELL
Auctioneer
Colonial 3-5808

WILLIAM J. BOEHM, Attorney
160 South Street,
Annapolis, Maryland.
Colonial 7-7310

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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HERBERT S. GROVE
MARY GROVE, his wife LIBER 126 PAGE 407

vs

GORDON E. EARLE,
ELIZABETH A. EARLE, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EQUITY NO. 13817

.. ..

A F F I D A V I T

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 3rd day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Boehm, Attorney, and he made oath in due form of law that on or about April 29, 1960, he notified, in writing, the Defendants, Gordon E. Earle and Elizabeth A. Earle, his wife, and informed them of the default in their Contract of Sale to purchase the property described in these proceedings; that within a week, the Defendants came to his office at which time he showed them the Statement of Account and the balance due in the amount of $9,562.95 which included arrearage of water bills. At that time, the Defendants requested that he withhold action as they were attempting to refinance the purchasing of this property. The Affiant further states that he waited two weeks and received a telephone call from an official of a Loan Company who confirmed the fact that further financing of this property was not practical as the loan would exceed the appraisal value for such a type of loan.

Telephone conversation with the Defendants herein revealed no further progress in the matter and they were informed that suit would be filed. The sum of $9,562.95 is still due and owing as of the time of the filing of the suit, as well as current tax bill.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1961 JUN 17 AM 11:46

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Dorothy Roberts Skipper, Notary Public

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G 22086

LIBER 126 PAGE 408

LIBER 10 PAGE 306

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,817, EQUITY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William J. Boehm as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand Dollars ($10,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of July, 1960.

WHEREAS, by virtue of a power of sale contained in a Contract of Sale from Herbert R. Grove, et al vs. Gordon E. Earle, et al bearing date on or about the 17th day of May, 1955, the said William J. Boehm is authorized and empowered to make sale of the property described in said Contract of Sale, in case default should be made in the payment of the principal debt secured by said Contract of Sale 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 J. Boehm is about to execute said power and make sale of the property described as aforesaid in said Contract of Sale.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William J. Boehm 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 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

WITNESS:

Ethel M. Carle

Ethel M. Carle

William J. Boehm (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 12th day of July, 1960

George T. Cromwell, Clerk

FILED
1960 JUL 12 PM 3:08

HERBERT R. GROVE and
MARY GROVE, his wife
8557 Bay Road,
Pasadena P.O., Maryland
VS
GORDON E. EARLE and
ELIZABETH A. EARLE, his wife
215 Arundel Road,
Pasadena, Maryland
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 13817

ATTORNEY'S SALE

of

LOTS NUMBERS 18 AND 19 SECTION N, RIVIERA BEACH, THIRD DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY 5 ROOM AND BATH FRAME DWELLING

Under and by virtue of the power and authority contained in a Contract of Sale by and between Herbert R. Grove and Catherine C. Grove, his wife, and Gordon E. Earle and Elizabeth A. Earle, his wife, dated May 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950 folio 394; and (default having occurred thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, Annapolis, Maryland, on

MONDAY, JULY 18, 1960
at 2:00 P.M.

the following described property:

Lots Numbers 18 and 19, Section N, Plat of Riviera Beach, which plat is duly recorded among the Plat Records of Anne Arundel County.

Being the same property which by deed dated January 25, 1954, was granted and conveyed by Calvin L. Justis and Christine W. Justis, his wife, to Herbert R. Grove and Catherine C. Grove, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 886, folio 242.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to the day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

WILLIAM J. BOEHM,
Attorney
160 South Street,
Colonial 7-7310

ROBERT H. CAMPBELL
Auctioneer
Colonial 3-5808

To July 14

OFFICE OF

LIBER 126 PAGE 409

THE ★ STAR

13817

GLEN BURNIE, MD., July 15, 1960

THIS IS TO CERTIFY, that the annexed advertisement of

Attorney's Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 15th day of July 1960, that is to say the same was inserted in the issues of June 23, 30, July 7, and July 14, 1960

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED
1960 JUL 15 AM 11:08
By Edith Greenwood

12

HERBERT R. GROVE and MARY GROVE, his wife

LIBER 126 PAGE 410

vs

GORDON E. EARLE and ELIZABETH A. EARLE, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 13817

.. ..

ATTORNEY'S CERTIFICATE

I, WILLIAM J. BOEHM, do hereby certify that on this 18th day of July, 1960, that I sold the property described as follows: Lots Number 18 and 19, Section N, Plat of Riviera Beach, which Plat is duly recorded among the Plat Records of Anne Arundel County, for the sum of Fifty Two Hundred Dollars ($5,200.00) to Herbert R. Grove, Mary J. Grove his wife and received a deposit of One Thousand ($1000.00).

William J. Boehm,
Attorney

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1960 JUL 18 PM 2:24

13

HERBERT R. GROVE and MARY GROVE, his wife	:	IN THE
	:	CIRCUIT COURT
vs		FOR
GORDON E. EARLE and ELIZABETH A. EARLE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13817
	:	

.. ..

AUCTIONEER'S CERTIFICATE

I, ROBERT H. CAMPBELL, Auctioneer, do hereby certify that I did on this 18th day of July, 1960, sell the following described property; Lots Number 18 and 19, Section N, Plat of Riviera Beach, which plat is duly recorded among the Plat Records of Anne Arundel County, for the sum of Fifty Two Hundred Dollars ($5200.00) to Herbert R Grove and Mary J Grove his wife, being the highest bidder therefore.

Robert H. Campbell

Robert H. Campbell, Auctioneer

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1960 JUL 18 PM 2:24

14

HERBERT R. GROVE and MARY GROVE, his wife	:	IN THE
	:	CIRCUIT COURT
vs		FOR
GORDON E. EARLE and ELIZABETH A. EARLE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13817
	:	

.. ..

PURCHASERS' CERTIFICATE

WE, HEREBY CERTIFY, that on this 18th day of July, 1960, that we did purchase the property described as follows; Lots Number 18 and 19, Section N, Plat of Riviera Beach, which Plat is duly recorded among the Plat Records of Anne Arundel County, for the sum of Fifty two Hundred Dollars ($5200.00) on account of which we have made a deposit of _____ ($1,000.00) and we agree to comply with terms of sale.

Herbert R. Grove

Mary J. Grove

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1960 JUL 18 PM 2:24

15

HERBERT R. GROVE and MARY GROVE, his wife	:	IN THE
vs	LIBER 126 PAGE 413 :	CIRCUIT COURT FOR
GORDON E. EARLE and ELIZABETH A. EARLE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13817

.. ..

REPORT OF SALE

The Report of Sale of William J. Boehm, Attorney respectfully shows:

That under and by virtue of the power of sale contained in the Contract of Sale by and between Herbert R. Grove and Catherine C. Grove, his wife (the said Catherine C. Grove having since departed this life and the said Herbert R. Grove having since remarried one Mary Grove) and Gordon E. Earle and Elizabeth A. Earle, his wife, dated May 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, folio 394, default having occurred thereunder, the said William J. Boehm, Attorney for Herbert R. Grove and Mary Grove, his wife, after having given due notice of the time, place, manner and terms of sale, by advertisement in The Star (Certificate of Publication filed herein), a newspaper published in Anne Arundel County, and having complied with all requirements of the contract of sale and other laws for such cases made and provided, offered the property in said Contract of Sale at Public Auction, at the Court House Door, Annapolis, Maryland, on Monday, July 18, 1960, at 2:00 P.M., at and for the sum of Five Thousand Two Hundred ($5,200.00) Dollars, being at that figure, the highest bidder therefore and said property being described as follows:

Lots Numbers 18 and 19, Section N, Plat of Riviera Beach, which plat is duly recorded among the Plat Records of Anne Arundel County.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1960 JUL 20 PM 2:19

16

BEING the same property which by deed dated January 25, 1954, was granted and conveyed by Calvin L. Justis and Christine W. Justis, his wife, to Herbert R. Grove and Catherine C. Grove, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 886, folio 242; the said Catherine C. Grove having since departed this life and the said Herbert R. Grove having since remarried the aforesaid Mary Grove.

AND the said William J. Boehm, Attorney, further reports that Herbert R. Grove and Mary Grove, his wife, were the highest bidder at said sale and that he has received from the said purchaser, a deposit as required by the terms of sale and also required the purchasers' agreement to comply with the terms of sale, which are as follows:

A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the day of sale to day of settlement. Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

Said sale as reported herein was fairly made.

William J. Boehm, Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 19 day of July, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Boehm, Attorney, and he made oath in due form of law that the matters, facts and information as set forth in the foregoing Report of Sale are true to the best of his information, knowledge and belief, and that the sale herein was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

17

ORDER NISI

LIBER 126 PAGE 415

HERBERT R. GROVE and
MARY GROVE, his wife

versus

GORDON E. EARLE and
ELIZABETH A. EARLE,
his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,817 Equity

Ordered, this 20th day of July, 19 60, That the sale of the Property in these proceedings mentioned made and reported by William J. Boehm, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of August next.

The report states that the amount of sale was $ 5,200.00

FILED 1960 JUL 20 PM 2:19

True Copy, Clerk.

TEST: Clerk.

(Final Order)

HERBERT R. GROVE and
MARY GROVE, his wife

versus

GORDON E. EARLE and
ELIZABETH A. EARLE,
his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of August, 1960 that the sale made and reported by the Attorney aforesaid. be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1960 AUG 31 PM 12:31

17

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 13,817 Equity
HERBERT R. GROVE and
MARY GROVE, his wife
vs.
GORDON E. EARLE and
ELIZABETH A. EARLE, his wife

ORDERED, this 20th day of July, 1960, That the sale of the property in these proceedings mentioned made and reported by William J. Boehm, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of August next.

The report states that the amount of sale was $5,200.00.

True Copy—Test:
GEORGE T. CROMWELL,
Clerk.
To Aug. 18.

OFFICE OF

LIBER 126 PAGE 416

THE STAR

13817

GLEN BURNIE, MD., August 19, 1960

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 29th day of August 1960, that is to say the same was inserted in the issues of July 28, Aug. 4, 11, 18, 1960.

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

FILED
1960 AUG 23 AM 11:39

19

HERBERT R. GROVE
MARY GROVE

vs

GORDON E. EARLE
ELIZABETH A EARLE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13817

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 126 PAGE 417

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 15th day of July, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Herbert R. Grove and Mary Grove, his wife,

plaintiff s, 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.)

Gordon E. Earle and Elizabeth A. Earle, 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 15th day of July, 1960.

Notarial Seal

Dorothy Roberts Skipper
Notary Public

My Commission will expire on:
May 1, 1962

Filed,

FILED
1960 SEP 20 AM 11:05

7

In the Case of

Herbert R. Grove
and
Mary Grove, his wife
vs.
Gordon E. Earle
and
Elizabeth A. Earle, his wife

In the

Circuit Court

For

Anne Arundel County

#13,817 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura N. Jackling
Auditor.

September 15, 1960

Dr. Herbert R. Grove and Mary Grove, his wife and Elizabeth A. Earle, his wife vs. Gordon E. Earle in ac.

To Attorney for Commissions, viz:	186	00	186	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:				
The Star - advertising sale	50	00		
The Star - order nisi (sale)	18	76		
The Stat - order nisi (acct)	10	00		
Globe Indemnity Co. - bond premium	40	00		
Robert H. Campbell - auctioneer's fee	50	00		
Dorothy R. Skipper - notary fees	1	00	169	76
To Attorney for Taxes, viz:				
1960 State and County taxes ($159.48) - 6 months 18 days	87	66	87	66
To Herbert R. Grove and Mary J. Grove, his wife, vendors - this balance on account claim under Contract of Sale filed in these proceedings	4,705	08	4,705	08
			5,200	00
Principal of claim filed	9,562	95		
Cr. Amount allowed above	4,705	08		
Balance due on principal	4,857	87		

22

with William J. Boehm, Attorney Cr.

1960						
July	18	Proceeds of Sale	5,200	00	5,200	00
					5,200	00

ORDER NISI LIBER 126 PAGE 421

Herbert R. Grove
and
Mary Grove, his wife

VERSUS

Gordon A. Earle

and

Elizabeth A. Earle, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,817 Equity.

ORDERED, This 20th day of September, 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 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 31st day of October next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of November, 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 NOV -1 PM 3:44

D. Boris Duckett

27

ORDER NISI

Herbert R. Grove and Mary Grove, his wife
versus
Gordon A. Earle and Elizabeth A. Earle, his wife
In The
CIRCUIT COURT
For
Anne Arundel County
No. 13,817. Equity

Ordered this 20th day of September, 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 berore the 31st 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 31st day of October next.

George T. Cromwell, Clerk
TEST: George T. Cromwell, Clerk

True Copy:
Wililam J. Boehm, Esquire
To Oct. 20.

OFFICE OF

THE STAR

LIBER 126 PAGE 422

GLEN BURNIE, MD., October 20, 1960

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 31st day of October 1960, that is to say the same was inserted in the issues of Sept.29, Oct.6,13,20, 1960

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

FILED
1960 OCT 21 AM 10:41

25

LIBER 126 PAGE 423

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

Vs.

HARRY TERRY, JR. and
EDITHA J. TERRY, his wife
118 Rosecrest Drive, Primrose Acres
Anne Arundel County, Maryland
Defendants

Docket_____ Folio_____

Case No. 13,834

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 17th day of July A.D. 1958 the defendants executed and delivered to Provident Savings Bank of Baltimore, a body corporate of the State of Maryland, a mortgage upon certain fee simple property in Baltimore County, therein described, to secure the payment of the mortgage debt of $12,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in 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

~~Attorney for Plaintiff~~

Filed 14 June 1960

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

LIBER 126 PAGE 424
LIBER 1222 PAGE 214

MARYLAND

EQ 15834

MORTGAGE

Purchase Money

THIS MORTGAGE, made this 17th day of July, A. D. 19 58, by and between HARRY TERRY, JR. and EDITHA J. TERRY, his wife,

of Anne Arundel County - - - - - - - - - - - - - - - - - - , in the State of Maryland, hereinafter called the Mortgagor, and PROVIDENT SAVINGS BANK OF BALTIMORE,

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, [redacted] 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, Five Hundred and 00/100 Dollars ($ 12,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & three-fourths per centum (4-3/4 %) per annum until paid, principal and interest being payable at the office of Provident Savings Bank of Baltimore, 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-Five and 21/100 Dollars ($ 65.21), commencing on the first day of September, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1988. 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. 85 as shown on Plat No. 2 of Primrose Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 29, folio 3.

BEING the same lot or parcel of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Chas. H. Steffey, Incorporated, to the Mortgagors herein.

PROVIDENT SAVINGS BANK OF BALTIMORE Plaintiff	:	
vs.	:	IN THE CIRCUIT COURT FOR
HARRY TERRY, JR. and EDITHA J. TERRY, his wife 118 Rosecrest Drive, Primrose Acres Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY IN EQUITY
Defendants	:	

PETITIONER'S EXHIBIT NO. 1

Filed 14-June 1960

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

2

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

TO HAVE AND TO HOLD the above described property 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 (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $125.00 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: H. Warren Cranford
H. WARREN CRANFORD
Harry J. Ward
as to Mrs Editha J Terry
HARRY J. WARD

Harry Terry Jr. [SEAL]
Harry Terry, Jr.
Editha J. Terry [SEAL]
Editha J. Terry
[SEAL]
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1222 PAGE 218

I HEREBY CERTIFY, That on this 17th day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ~~HARRY TERRY, JR. and~~ EDITHA J. TERRY, ~~XXXXXXX~~ the above named Mortgagors, and ~~they~~ She acknowledged the foregoing mortgage to be ~~XXXXX~~ Her act.

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

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

HARRY J. WARD
Harry J. Ward
HARRY J. WARD Notary Public.

State of Maryland, ~~City of Baltimore~~ COUNTY OF ANNE ARUNDEL to Wit:
I hereby certify, that on this 16th day of July, 1958, before me, the subscriber, A Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeard Harry Terry, Jr, the above named Mortgagor and He acknowledged the foregoing mortgage to be His act.
In Testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

16.00

H. WARREN CRANFORD
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

Notary Public
H. WARREN CRANFORD

APP. NO. 48373

Rec'd for record July 28 1958 at 10:36 A.M.
Mailed to Real Estate Title Co. Inc.

STATE OF MARYLAND

Mortgage

FROM

HARRY TERRY, JR. and EDITHA J. TERRY, his wife

TO

PROVIDENT SAVINGS BANK OF BALTIMORE

Received for Record 1958 at o'clock
Same day recorded in Liber No. Folio
one of the Land Records of
and examined per
Cost of Record, $ 16.00 Clerk.

1958 JUL 28 AM 10:45
NO. 1222 FOLIO 2
GEO.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1957—O—427739

Return to:- Real Estate Title Co., Inc. Keyser Building Baltimore 2, Md.

M-3/60

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

HARRY TERRY, JR. and
EDITHA J. TERRY, his wife
118 Rosecrest Drive, Primrose Acres
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY 13534

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

Case No. .....

N ON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY, that on the 13th day of June, 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.

VINCENT J. LEAHY, JR. NOTARY PUBLIC BALTIMORE, MD.

VINCENT J. LEAHY, JR. Notary Public

John J. Neubauer - Affiant

Filed 14 June 1960

6

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

vs.

HARRY TERRY, JR. and
EDITHA J. TERRY, his wife
118 Rosecrest Drive, Primrose Acres
Anne Arundel County, Md. - Defendants

IN THE
Circuit Court for ~~Baltimore County~~ ANNE ARUNDEL COUNTY
IN EQUITY. 13834

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Provident Savings Bank of Baltimore, a body corporate of the State of Maryland

under the mortgage from Harry Terry, Jr. and Editha J. Terry, his wife,

to Provident Savings Bank of Baltimore

dated the 17th day of July, 1958, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1222 Folio 214.

Principal amount of mortgage	$12,500.00
Less payments made on account	275.73
Balance on principal	$12224.27
LESS:	
Credit in expense account	27.93
Net balance on account of principal	$12196.34
Interest to July 1, 1960	290.33
Balance due on principal and interest	$12486.67

Daily interest is $ 1.61

PROVIDENT SAVINGS BANK OF BALTIMORE
BY: Gerard W. Kirby
Gerard W. Kirby, Senior Vice-President

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

I HEREBY CERTIFY, that on this 6th day of June in the year nineteen hundred and sixty, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~said~~ the County of Baltimore, personally appeared GERARD W. KIRBY, Senior Vice-President of Provident Savings Bank of Baltimore

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

AS WITNESS, my hand and notarial seal.

Notary Public

Filed 14-June 1960

7

LIBER 126 PAGE 430

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

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

Vs.

HARRY TERRY, JR. and
EDITHA J. TERRY, his wife
118 Rosecrest Drive, Primrose Acres
~~Anne Arundel County, Maryland~~
Defendants

DOCKET _____ FOLIO _____
CASE NO. 13,834 Equity
FILED _____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY
_____ TERM, 19___

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 15th day of June 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 Francis X. McDonough be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of #Thirteen thousand 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 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 JUN 15 PM 2:04

Matthew P. Crane
JUDGE

8

Judicial 10—MARYLAND—TRUSTEE TO S

LIBER 10 PAGE 238 LIBER 126 PAGE 431

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. [illegible]

Provident Savings Bank of Baltimore

versus

Harry Terry, Jr. and Editha J. Terry, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Francis X. McDonough 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 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, 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 16th day of June in the year of our Lord one thousand, nine hundred and sixty.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Francis X. McDonough by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Provident Savings Bank of Baltimore

versus

Harry Terry, Jr. and Editha J. Terry, his wife

now pending in said Court.

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

Marie C. Sigwart — John J. Neubauer (SEAL)

Francis X. McDonough (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

FILED
1960 JUN 21 AM 9:46

Bond approved this day of , 19

, Clerk

9

E-125 1M 10-59

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

HARRY TERRY, JR. and
EDITHA J. TERRY, his wife
118 Rosecrest Drive, Primrose Acres
Anne Arundel County, Maryland
Defendants

—IN THE— LIBER 126 PAGE 432

CIRCUIT COURT

—FOR—

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, in equity
No. 13,514 Equity

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

The Report of Sale of John J. Neubauer and Francis X. McDonough - - - - - - -

Trustee-s appointed by the decree in the above entitled cause to make sale of fee simple property known as No. 118 Rosecrest Drive, Primrose Acres, in the Sixth Election District of Anne Arundel County, Maryland - - - - - - - - - - - - - - - - - - -

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "EVENING CAPITAL", a daily newspaper published in the City of Annapolis, Maryland -

~~newspaper published in Baltimore County~~ for more than three successive weeks preceding the day of sale, said Trustee-s - - - - - did pursuant to said notice on Friday the 22nd day of July, 1960, at 3:00 o'clock, P. M., attend on the premises and then and there sold the fee simple property to Provident Savings Bank of Baltimore, Howard and Saratoga Streets, Baltimore 1, Maryland -

at and for the price of Ten Thousand and 00/100 ($10,000.00) Dollars - - - -

it being the highest bidder therefor.

John J. Neubauer - Trustee

Francis X. McDonough - Trustee.

FILED
JUL 23 AM 9:35
1960

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

I Hereby Certify, that on this 22nd day July, 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 FRANCIS X. McDONOUGH Trustee-s and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS, my hand and notarial seal.

Catherine P. Bee
Notary Public

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ORDER NISI

LIBER 126 PAGE 433

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

HARRY TERRY, JR. and

EDITH J. TERRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,834 Equity

Ordered, this 23rd. day of July, 1960, That the sale of the PROPERTY IN THESE PROCEEDINGS MENTIONED made and reported by JOHN J. NEUBAUER and FRANCIS X. MCDONOUGH, TRUSTEES

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of September next.

The report states that the amount of sale was $10,000.00

True Copy, George F. Cromwell Clerk.

TEST: Clerk.

(Final Order)

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

HARRY TERRY, JR. and

EDITH J. TERRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of September, 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 SEP 20 PM 2:51

John J. Neubauer, Solicitor
Keyser Building
Baltimore 2, Maryla

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

Known as No. 118 Rosecrest Drive, Primerose Acres in the Sixth Election District of Anne Arundel County, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Provident Savings Bank of Baltimore vs. Harry Terry, Jr. and Editha J. Terry, his wife", the undersigned Trustees will sell at Public Auction on the premises the fee simple property above described on

FRIDAY, July 22, 1960
at 3:00 o'clock P.M.
(E.D.S.T.)

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

BEING known and designated as Lot No. 85 as shown on Plat No. 2 of Primerose Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 29, folio 3.

The property is subject to restrictive convenants set forth in a Declaration made by Charles H. Steffey, Incorporated, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1085, folio 38.

The improvements consist of a one-story frame dwelling, containing six rooms, one bath, with hot water heat, gas fired.

State of Maryland, Anne Arundel County and City of Annapolis taxes and other muncipal 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 &
FRANCIS X. McDONOUGH
Trustees
Keyser Building
Baltimore 2, Maryland.
LE-9-3212.

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

jy-20

OFFICE

LIBER 126 PAGE 434

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 25, 1960

We hereby certify, that the annexed

Trustee's Sale 118 34

Harry Terry, 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 22nd day of July, 1960. The first insertion being made the 29th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUL 25 PM 1:19

By H. Tilghman

OFF OF

LIBER 126 PAGE 435

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. 13,834 Equity

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

HARRY TERRY, JR. and EDITH J. TERRY, his wife

Ordered, this 23rd day of July 1960. That the sale of the property in these proceedings mentioned made and corrected by John J. Neubauer and Francis X. McDonough, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of September next.

The report states that the amount of sale was $10,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

8-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,834

Harry Terry, 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 19th day of September, 1960. The first insertion being made the 11th day of August, 1960

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1960 SEP 15 PM 2:58

13

In the Case of

Provident Savings Bank
of Baltimore
vs.
Harry Terry, Jr.,
and
Edith J. Terry, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,834 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.

September 23, 1960

FILED
1960 SEP 29 AM 10:11

Dr. Provident Savings Bank of Baltimore vs. Harry Terry, Jr., and Edith J. Terry, his wife

			in ac.	
To Trustees for Fee, viz:	125	00		
To Trustees for Commissions, viz:	332	85	457	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	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	14	95		
U.S. Fidelity & Guaranty Co.- one-half bond premium	26	00		
E.T. Newell & Co., Inc. -auctioneer's fee	35	00		
Federal Lien judgment report	3	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Notary fees	1	00		
Clerk of Court - filing order to enter case to use of VA	1	75	188	20
To Trustees for Taxes, viz:				
1960 Annapolis City taxes - 22 days	5	35	5	35
To Trustees for Benefit Charges, viz:				
Metered water to 7/22/60 - 1 month 11 days	4	39	4	39
To Provident Savings Bank of Baltimore, mortgagee - this balance on account mortgage claim	9,430	51	9,430	51
			10,146	80
Amount of mortgage claim filed	12,486	67		
Interest on principal balance of $12,196.34 from 7/1/60 to 10/29/60 - 121 days @ $1.61 per day	194	81		
	12,681	48		
Cr. Amount allowed above	9,430	51		
Balance subject to decree in personam	3,250	97		

15

with

John J. Neubauer and Francis X. McDonough, Trustees

Cr.

1960						
July	22	Proceeds of Sale	10,000	00		
		Interest on deferred payment of $9,500.00 to 9/22/60	95	00	10,095	00
		Refund 1960 State and County taxes - 5 months 8 days	51	80	51	80
					10,146	80

16

ORDER NISI

LIBER 126 PAGE 439

Provident Savings Bank
of Baltimore

VERSUS

Harry Terry, Jr.,
and
Edith J. Terry, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,834 Equity.

ORDERED, This 29th day of September, 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 2nd day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of November, 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 NOV -3 PM 3:19

D. Brui Duckett

17

LIBER 126 PAGE 440

OFFICI F

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. 13,834 Equity
Provident Savings Bank of Baltimore
versus
HARRY TERRY, JR., and EDITH J. TERRY, his wife

Ordered, this 29th day of September, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
0-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,834 Auditor Account Harry Terry, Jr.

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 2nd day of November, 1960. The first insertion being made the 1st day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12416 1960 OCT 28 PM 1:4 By H. Tilghman

18

LIBER 126 PAGE 441

IVA L. REECHEL and
OTTO REECHEL, her husband,
Millersville, Anne Arundel County,
Maryland

CHARLES WALLACE MORAVEC and
LOLA MORAVEC, his wife
Box 434
109 South Jefferson
Verona, Wisconsin

THOMAS H. PUMPHREY and
LOUISE PUMPHREY, his wife
Millersville, Anne Arundel County,
Maryland

WILLIAM JOHN STOCKSDALE and
IRENE STOCKSDALE, his wife
139 Dorchester Road
Glen Burnie, Anne Arundel County,
Maryland

TELITHA VIRGINIA BACHMAN and
HARRY BACHMAN, her husband
4211 Roland View Avenue
Baltimore 15, Maryland

JESSIE MARIE RICE and
JOHN D. RICE, her husband
Millersville, Anne Arundel County,
Maryland

CHARLES THOMAS STOCKSDALE and
JEANETTE STOCKSDALE, his wife
111 Drew Street
Plant City, Florida

Complainants

vs.

ALEORA MAY BANKNELL and
LOUIS V. BANKNELL, her husband
5307 Mayview Avenue
Baltimore 6, Maryland

UNITED STATES OF AMERICA
Serve on: Leon H. A. Pierson,
United States Attorney for the
District of Maryland
407 Post Office Building
Baltimore 2, Maryland

LASTING PRODUCTS COMPANY
200 Block South Franklintown Road
Baltimore, Maryland,

Respondents

NO. 13412 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

* * * * * * * * * * *

FILED

1959 SEP 18 PM 12:02

BILL OF COMPLAINT

The bill of complaint of Iva L. Reechel and Otto Reechel, her husband; Charles Wallace Moravec and Lola Moravec, his wife; Thomas H. Pumphrey and Louise Pumphrey, his wife; William John Stocksdale and Irene Stocksdale, his wife; Telitha Virginia Bachman and Harry Bachman, her husband; Jessie Marie Rice and John D. Rice, her husband; and Charles Thomas Stocksdale and Jeanette Stocksdale, his wife, by Anderson & Anderson, their solicitors, humbly complaining unto your Honors, respectfully shows:

1. That a certain Noah H. Green, by deed bearing the date of December 14, 1906, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 51, folio 212, conveyed in fee-simple to a certain Florence V. Pumphrey a tract of land in the Fourth Election District of Anne Arundel County, Maryland, said to contain twelve acres, more or less (a certified copy of which said deed is filed herewith, marked "Complainants' Exhibit No. 1", and is prayed to be taken as a part hereof).

2. That Charles M. Green and Emma V. Green, his wife, and others, by a deed bearing the date of November 28, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 126, folio 307, conveyed in fee-simple to the said Florence V. Pumphrey (described in said deed by her full name, Florence Virginia Pumphrey) two tracts of land in the Fourth Election District of Anne Arundel County, Maryland, one of which said tracts was described as containing seventeen acres, more or less, but being a part of a parcel of ground secondly described in said deed by metes and bounds and said to contain twenty-nine acres, more or less, which said twenty-nine acre parcel of ground is described in said deed as inclosing the aforesaid tract of ground

said to contain twelve acres, more or less, which had previously been conveyed, as aforesaid, by Noah H. Green, to the said Florence V. Pumphrey by deed dated December 14, 1906, and recorded as aforesaid in Liber G.W. No. 51, folio 212 (a certified copy of which said deed from Charles M. Green and wife and others to Florence Virginia Pumphrey, dated November 28, 1916, is filed herewith marked "Complainants' Exhibit No. 2", and is prayed to be taken as a part hereof).

3. That Ella M. Upton and others, by a deed bearing the date of June 30, 1917, and recorded among the aforesaid Land Records in Liber G.W. No. 137, folio 446, conveyed to the said Florence Virginia Pumphrey all of their right, title, interest, and estate in and to the two tracts of land which were described in the aforesaid deed from Charles M. Green and wife and others to Florence Virginia Pumphrey, dated November 28, 1916 (a certified copy of which said deed from Ella M. Upton and others to Florence Virginia Pumphrey, dated June 30, 1917, is filed herewith marked "Complainants' Exhibit No. 3", and is prayed to be taken as a part hereof).

4. That the aforesaid tracts of land said to contain respectively twelve acres, more or less, and seventeen acres, more or less, were described by metes and bounds as one entire parcel of ground said to contain twenty-nine acres, more or less, in the aforesaid deed from Charles M. Green and wife and others to the said Florence Virginia Pumphrey, dated November 28, 1916, and is the parcel of ground secondly described in said deed.

5. That the aforementioned Florence Virginia Pumphrey died intestate in Anne Arundel County on or about November 22, 1927, seized and possessed of several valuable tracts of unimproved real estate in the Fourth Election District of Anne Arundel

3

County, Maryland, including the two aforementioned tracts of land said to contain in the aggregate twenty-nine acres, more or less, saving and excepting therefrom a tract of land said to contain five and one-quarter acres, more or less, which was conveyed by the said Florence V. Pumphrey and William W. Pumphrey, her husband, unto Edward Green for the period of his natural life by deed dated January 26, 1919, and recorded among the aforesaid Land Records in Liber W.N.W. No.10, Folio 170 (a certified copy of which said deed is filed herewith, marked "Complainants' Exhibit No. 4" and is prayed to be taken as a part hereof).

6. That the said Florence Virginia Pumphrey left surviving her as only heirs-at-law her husband, William W. Pumphrey, and the following named children and grandchildren:

(a) Charles Wallace Moravec (a complainant herein), grandson and only son of a deceased daughter, Pearl Moravec, who died intestate in Anne Arundel County on or about October 26, 1918; and the said Charles Wallace Moravec has since married Lola Moravec (a complainant herein), both of whom reside at 109 South Jefferson, Verona, Wisconsin.

(b) William John Stocksdale (a complainant herein), grandson and son of a deceased daughter, May Stocksdale, who died intestate in Anne Arundel County on or about December 24, 1919; and the said William John Stocksdale has since married Irene Stocksdale (a complainant herein), both of whom reside at 139 Dorchester Road, Glen Burnie, Anne Arundel County, Maryland.

Y

(c) Telitha Virginia Bachman (a complainant herein), granddaughter and a daughter of the said May Stocksdale, deceased; and the said Telitha Virginia Bachman has since married Harry Bachman (a complainant herein), both of whom reside at 4211 Roland View Avenue, Baltimore 15, Maryland.

(d) Aleora May Banknell (a respondent herein), granddaughter and a daughter of the said May Stocksdale, deceased; and the said Aleora May Banknell has since married Louis V. Backnell (a respondent herein), both of whom reside at 5307 Mayview Avenue, Baltimore 6, Maryland.

(e) Jessie Marie Rice (a complainant herein), granddaughter and a daughter of the said May Stocksdale, deceased; and the said Jessie Marie Rice has since married John D. Rice (a complainant herein), both of whom reside at Millersville.

(f) Charles Thomas Stocksdale (a complainant herein), grandson and a son of the said May Stocksdale, deceased; and the said Charles Thomas Stocksdale has since married Jeanette Stocksdale (a complainant herein), both of whom reside at 111 Drew Street, Plant City, Florida.

(g) Iva L. Reechel (a complainant herein), a daughter of the said Florence Virginia Pumphrey, who has married Otto Reechel (a complainant herein), both of whom reside at Millersville, Anne Arundel County, Maryland.

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(h) Thomas H. Pumphrey (a complainant herein), a son of the said Florence Virginia Pumphrey, who has married Louise Pumphrey (a complainant herein), both of whom reside at Millersville, Anne Arundel County, Maryland.

7. That the said William W. Pumphrey, husband of Florence Virginia Pumphrey, died intestate in Anne Arundel County on or about August 5, 1937, and left surviving him as his only heirs at law the above named children and grandchildren complainants and respondents herein.

8. That the United States of America is the holder of a federal tax lien under the provisions of the Internal Revenue Code for withholding tax and social security against the complainant, William J. Stocksdale (also known as William J. Stocksdale, Sr.) assessed on December 29, 1958, and filed in the office of the Clerk of the Circuit Court of Anne Arundel County on January 24, 1959, in the original amount of $5,569.27, together with penalties, interest, and costs that may have accrued in addition thereto, said lien further identified as Collector's Serial No. A-436, Account No. 12-20441(58).

9. That the Lasting Products Company is the holder of a judgment against the complainants, William J. Stocksdale (also known as William J. Stocksdale, Sr.) and Irene Stocksdale, known as No. A-146 Law in the Circuit Court for Anne Arundel County, in the original amount of $7,237.36, dated June 17, 1958, with interest from June 17, 1958, and $29.50 court costs.

10. That the hereinbefore mentioned real estate, said to now contain twenty-three and three-quarters (23.75) acres, more

or less, is not susceptible of an advantageous partition among the parties in interest and cannot be divided among them without loss or injury and that a sale thereof free and clear of said federal tax lien and judgment lien is necessary and for the best interests and advantage of all the parties in interest in order that the proceeds thereof may be divided among the said parties in proportion to their respective interests, but, inasmuch as the parties in interest are numerous, none can be made without the aid and intervention of this Honorable Court.

TO THE END, THEREFORE:

(a) That a decree may be passed for a sale of said real estate said to now contain 23.75 acres, free of said federal tax lien and judgment lien.

(b) That a trustee may be appointed to convey the property to the purchaser or purchasers thereof upon ratification of the sale.

(c) That the proceeds of such sale may be brought into court for distribution under its order in accordance with the respective rights and interests of the parties thereto.

(d) That your orators and oratrices may have such other and further relief as their case may require.

And, as in duty bound, etc.

ANDERSON & ANDERSON

By: Marvin H. Anderson
Marvin H. Anderson

Attorneys at Law
20-u West Street
Annapolis, Maryland
Telephone: COlonial 8-5035
Solicitors for Complainants

I hereby certify that on this 18th day of September, 1959, I mailed two (2) copies of the writ of subpoena and of the bill of complaint by registered mail, return receipt requested, to the Honorable William P. Rogers, Attorney General of the United States, Washington, District of Columbia.

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

8

January 9 - 1907 Ex & Mailed to Dr Cathar K Dorsey

This Deed made this Fourteenth day of December in the year one thousand nine hundred and Six by Noah H Green of the first Park and Florence G Pumphrey of the Second Park both of Anne Arundel County, State of Maryland Witnesseth that in consideration of Five dollars current money to the first Park paid, the receipt of which is hereby acknowledged and other Considerations, the said Noah H Green hath sold and does grant and convey unto Florence G Pumphrey her heirs and assigns, in fee simple all that lot or parcel of land situate, lying and being in the Fourth Election District of Anne Arundel County and described as follows, that is to say Beginning at a stone set at the South East Corner of a tract of land conveyed to Michael O'Connor by said Noah H Green & now owned by Frederick Burkman, and running southward three hundred and twenty five feet to a stone planted at the root of a Cedar tree, thence South eastward three hundred and ninety feet to a stone well set at the intersection of this line and the western boundary of a tract of land conveyed to Robert H Green by Noah H Green and now owned by D K Dorsey, then north one hundred and eighty three feet to the N W Corner

Complainants' Exhibit 1
FILED SEP 18, PM 12.02

then rush on said Dorsey's track to the Southwest corner of a track of land conveyed by N H Green to James Korneck, thence northward following & binding on said Kornecks track to the intersection of a line bounding the South side of a track of land conveyed to James Brush by N H Green thence westward following the said Brush's line to the intersection of a line bounding the South side of the above mentioned track owned by Burkman, thence southward following & binding on the said Burkman track to the point of beginning supposed to contain twelve acres more or less. Being a part of a track of land called Hammond's Retreat, which was conveyed to the said Noah H Green by Thomas Alexander and Isaac D Jones Trustees by deed dated and which is duly executed & recorded among the Land Records of Anne Arundel County Liber No folio

Together with the buildings and improvements thereupon erected made or being and all and every the rights, alleys, ways, waters, privileges appurtenances and advantages to the same belonging or in anywise appertaining To Have And To Hold the parcel of land and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Florence G Pumphrey her heirs and assigns forever in fee simple. And the said Noah H Green doth hereby covenant that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances of said track of land as may be requisite

Witness the hand and seal of said grantor

Test Noah H Green (Seal)

E F Joyce

State of Maryland, Anne Arundel, to wit

I hereby certify that on this fourteenth day of December in the year one thousand nine hundred and six before me the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Noah H Green and acknowledged the foregoing deed to be his act. E F Joyce

Justice of the Peace for Anne Arundel County

Recorded 27 Dec 1906

LIBER 126 PAGE 451

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber G.W. No.51 Folio 212, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 14th day of September, A.D. 1959.

George T. Cromwell. CLERK

GEORGE T. CROMWELL

This Deed, made this 28th day of November in the year nineteen and sixteen, by Charles M. Green, and Emma V. Green, his wife Lily M. Dicus and William H. Dicus, her husband, and Sarah Jane Smith, widow, all of Anne Arundel County, and the state of Maryland.

Complainants' Exhibit 2
FILED SEP. 18 P.M 1202

Witnesseth, Whereas Noah H. Green, of Anne Arundel County, recently departed this life owning two lots of ground, one containing about seventeen acres more or less and the other containing forty eight acres more or less,

And Whereas the said Noah H. Green, during his life time made advances to Charles M. Green, Sarah Jane Smith and Lily Dicus and a deceased son, Harvey Green, and although he died intestate it was his desire and intention that his daughter, Florence Virginia Pumphrey, should have and own all of the real estate owned by him at the time of his death, and the wishes of the said Noah H. Green having been well known to the herein named grantors, it is their intention by this Deed to grant and convey all of their right, title and interest to the said Florence Virginia Pumphrey.

Now Therefore This Deed Witnesseth, that in consideration of the premises and the sum of Five Dollars paid to each of the said grantors, the receipt of which is hereby acknowledged, and other good and valuable considerations, the said Charles M. Green and Emma Green his wife, Lily M. Dicus and William H. Dicus, her husband, and Sarah Jane Smith do grant and convey unto Florence Virginia Pumphrey, her heirs and assigns, all their respective right, title and interest in and to all those two tracts of land that are situate in Anne Arundel County, and described as follows, that is to say:

Beginning for the first of said tracts at the end of the one hundred and fifty second line of the entire tract and then running on the consecutive outlines as follows: South fifty four degrees and thirty minutes East four hundred and seventy and twenty-five one hundredths feet: South nineteen degrees fifteen minutes West five hundred and eleven and five tenths feet: South thirty two degrees and forty five minutes East one hundred and sixty five feet: South eighty six degrees East ten hundred and twenty three feet: South sixty two degrees East four hundred and sixty two feet to the centre of the County road leading from Seven Cross Roads to Benfield, thence along the centre of said Road North ten degrees ten minutes East nine hundred and fifty feet to Severn Run: ~~then along said Run~~; then along said Run and also bounding on William Myers land as follows: North sixty one degrees West one hundred and seventy six and five tenths feet: North sixty degrees West sixty seven and six tenths feet: North thirty eight degrees fifteen minutes West one hundred and thirty three and six tenths feet: North thirteen degrees West sixty six feet: North fifty one degrees West four hundred and sixty two feet: North thirty one degrees West six hundred and seventy six and five tenths feet to the J. M. Dicus property: then bounding [illegible] Dicus property South forty one degrees West twelve hundred and [illegible] and seventy five one hundredths feet to the place of beginning [illegible] forty eight acres of land.

[illegible] that was conveyed to [illegible]

Green by Isac D. Jones et al, Trustees by deed dated March, 28th 1885. and recorded among the Land Records of Anne Arundel County in Liber S.H.No 25, folio 364.

Beginning for the second of said tracts at a chestnut tree marking the beginning point of Joseph Pigeon's land, also the corner of Sophia Stammers land: thence bounding on said Pigeon's land as follows: North twenty four degrees forty-five minutes East two hundred and sixteen feet: North two degrees fifteen minutes East two hundred and ninety feet: North one degree thirty minutes West one hundred and sixty five and five tenths feet: North thirty three degrees forty-five minutes West sixty six feet: North sixty four degrees West one hundred and fifty nine feet: North seventy seven degrees and forty-five minutes West one hundred and thirteen and seventy-five one hundredths feet: North thirty two degrees and thirty minutes West one hundred and sixty-five and five tenths feet to Frederick Bokemeier's property: then bounding on said property North eighty degrees and forty minutes East one hundred and sixty eight and three tenths feet: North sixty nine degrees and thirty minutes East four hundred and twenty-four feet to a stone: then South twenty two degrees and forty-five minutes East ninety and seventy five one hundredths feet: North sixty six degrees and fifteen minutes East one hundred and seventy three and twenty five one hundredths feet: North eighteen degrees and thirty minutes West sixty seven and three tenths feet to another stone planted at the Northwest corner of James Prusis's property: then bounding on said property North eighty-five degrees fifteen minutes East three hundred and thirty feet to a stone planted at the Northwest corner of Wenzel Jesse's land: then bounding on said property South eighty degrees East seven hundred and twenty six feet to W. W. Pumphrey's property: then bounding on said property North seventy six degrees and forty five minutes West two hundred and sixty-four feet: North nine degrees and forty-five minutes West four hundred and forty seven feet: South fifteen degrees and forty-five minutes East two hundred and fifty seven feet to a stone planted at the Northwest corner of Addison Pumphrey's property: then bounding on said property South three degrees and twenty-minutes East six hundred and twenty-nine and five tenths feet to a stone planted on the North side of a private road leading from Benfield toward Lucas Mill: then along the North side of said road North eighty three degrees and thirty minutes West two hundred and eighty feet to a stake: thence North three degrees and fifteen minutes West seven hundred and twenty nine feet: thence North eighty-three degrees and thirty minutes West two hundred and forty feet: thence South eighty degrees West one hundred and ninety three feet to the beginning.

The parcel of ground described contains twenty-nine acres of land

more or less, but there is embraced in the above description a tract of land containing twelve acres more or less heretofore conveyed to the said Florence Virginia Pumphrey by Noah H. Green, by deed bearing date December 14th 1906, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 51, folio 212 etc. making the tract of land hereby conveyed contain about seventeen acres more or less.
Being a part of the land that is described in a deed to Noah H. Green by Thomas Alexander and Isaac Jones Trustees bearing date March 28' 1885, and recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 25 folio 364.
Together, with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.
To Have and To Hold the land and premises: above described and mentioned, and hereby intended to be conveyed: together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Florence Virginia Pumphrey, her heirs and assigns, in fee simple.
And the said Charles M. Green and Emma V. Green, his wife, Lily M. Dicus and William H. Dicus, her husband, ~~and William H. Dicus, her husband her husband~~ and Sarah Jane Smith, hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.
Witness the hands and seals of the said Grantors.
Test:
C. F. Joyce

Chas. M. Green (seal)
Emma V. Green (seal)
Lillie M. Dicus (seal)
Wm. H. Dicus (seal)
Sarah J. Smith (seal)

State of Maryland, Anne Arundel County, to-wit:
I hereby certify that on this 28th day of November, 1916, before me, the subscriber, a Justice of the Peace of Maryland, in and for Anne Arundel County aforesaid, personally appeared Charles M. Green and Emma V. Green, his wife, Lily M. Dicus and William H. Dicus, her husband, and Sarah Jane Smith, and each acknowledged the aforegoing deed to be their respective act.

C. F. Joyce, Justice of the peace.

Recorded 31 October 1916.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber G.W. No. 126, Folio 307, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 14th day of September, A.D. 1959.

George T. Cromwell Clerk

GEORGE T. CROMWELL

16

THIS DEED made this 30th day of June in the year nineteen hundred and Seventeen, by Ella M. Upton and James Frank Upton, her husband, Ida E. Isaac and Walter Isaac her husband, Florence R. Pumphrey and Addison Pumphrey her husband, and Charles H. Green and Pearl C. Green his wife, of Anne Arundel County and the State of Maryland,.

WITNESSETH WHEREAS-Noah H. Green of Anne Arundel County, recently departed this life seized and possessed of two lots of ground, one of which contains forty eight acres, and the other eighteen acres, and the above named Ella M. Upton, Ida E. Isaac, Florence R. Pumphrey and Charles H. Green took by inheritance the interest of their father, the late Harvey Green, who was the son of the said Noah H. Green, and it is now the desire of said parties to convey to Florence Virginia Pumphrey their right, title and interest in the two lots of ground above mentioned.

NOW THEREFORE THIS DEED WITNESSETH, that in consideration of the premises and the sum of Five Dollars to each of the Grantors paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Ella M. Upton and James Frank Upton, her husband, Ida E. Isaac and Walter Isaac, her husband, Florence R. Pumphrey and Addison Pumphrey her husband, and Charles H. Green and Pearl C. Green, his wife, do grant and convey unto Florence Virginia Pumphrey her heirs and assigns, all their right, title, interest and estate, in and to all those two tracts of land situate in Anne Arundel County, that are described as follows, that is to say-Being the same two tracts of land that are described in a deed from Charles M. Green and others to Florence Virginia Pumphrey bearing date November 28th 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No.126 folio 307etc.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Florence Virginia Pumphrey her heirs and assigns in fee simple.

And the said Ella M. Upton, and James Frank Upton her husband, Ida E. Isaac and Walter Isaac, her husband, Florence R. Pumphrey and Addison Pumphrey her husband and Charles H. Green and Pearl C. Green his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said Grantors.

Test Harry O. Levin-

Ella M. Upton-(seal)
James Frank Upton-(seal)
Ida E. Isaac-(seal)
Walter his mark Isaac-(seal)
Florence R. Pumphrey-(seal)
Addison Pumphrey-(seal)
Charles H. Green-(seal)
Pearl C. Green-(seal)

STATE OF MARYLAND BALTIMORE CITY TO WIT-

I hereby certify that on this 30 day of June, 1917, before me, the subscriber a Notary Public of

Complainants' Exhibit 3
FILED: SEP 18, PM 12.02

the State of Maryland in and for Baltimore City aforesaid, personally appeared Ella M. Upton James Frank Upton her husband, Ida E. Isaac and Walter Isaacher husband, Florence R. Pumphrey Addison Pumphrey her husband and Charles H. Green and Pearl C. Green, his wife, and each acknow the aforegoing Deed to be their respective act.

Witness my hand and Notarial Seal.

(Notary Seal)

Harry O. Levin
Notary Public

Recorded 24 Jyly 1917-

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber G.W. No.137, Folio 446, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 14th day of September, A.D. 1959.

George W Cromwell Clerk

GEORGE W. CROMWELL

This Deed, Made this 26th day of January, in the year nineteen hundred and nineteen, by Florence V. Pumphrey and William W. Pumphrey, her husband, of Anne Arundel County, and the State of Maryland.

Witnesseth: That in consideration of Five Dollars and other good and valuable considerations, the said Florence V. Pumphrey and William W. Pumphrey, her husband, do grant and convey unto Edward Green for the period of his natural life,

all that lot of ground situate in Anne Arundel County that is described as follows:-

Beginning for the same at a stake at the southeast corner of the property formerly owned by Frederick Borkman, and running from thence, South seven degrees West four hundred feet to a cedar tree; thence South, sixty-one degrees West three hundred and seventy-nine feet to intersect the lines of the property owned by Joseph Pigeon; thence with the lines of said property, North, one degree thirty minutes West one hundred and twenty-six and five-tenths feet; thence North, thirty-three degrees forty-five minutes West sixty-six feet; thence North, sixty-four degrees West one hundred and fifty-nine feet; thence North, seventy-seven degrees forty-five minutes West one hundred and thirteen and seventy-five hundredths feet; thence North, thirty-two degrees thirty minutes West one hundred and sixty-five and five-tenths feet to the above mentioned Borkman property; thence with the lines of said property, North, eighty degrees forty minutes East one hundred and sixty-eight and three-tenths feet; thence North, sixty-nine degrees thirty minutes East four hundred and twenty-four feet; thence South, twenty-two degrees forty-five minutes East ninety and seventy-five hundredths feet; thence North, sixty-six degrees fifteen minutes East one hundred and seventy-three and twenty-five hundredths feet to the place of beginning. Containing five and one-quarter acres of land, more or less.

Being a part of the property that is described in a Deed from Charles W. Green and others to Florence V. Pumphrey, bearing date November 28th, 1916, and is recorded among the Land Records

Ex 1 deed to W. W. Pumphrey Jan 20-1920

LIBER 126 PAGE 460

Complainants' Exhibit 4
FILED 1959-SEP 18 PM 1.55

of Anne Arundel County in Liber G. W. No. 126, folio 307 etc.

Together with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same be longing, or anywise appertaining.

To Have And To Hold the said lot of ground and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages, thereto belonging or appertaining unto and to the proper use and benefit of the said Edward Green for the period of his natural life, the remainder to the heirs and assigns of the said Florence V. Pumphrey.

And the said Grantors hereby covenant that they will warrant specially the property hereby granted; and conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of said grantors:-

Test: E. F. Joyce — Florence V. Pumphrey, (Seal)

William W. Pumphrey, (Seal)

State of Maryland, Anne Arundel County, To Wit:-

I Hereby Certify, that on this 26th day of January, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State and County aforesaid, personally appeared Florence V. Pumphrey and William W. Pumphrey, her husband, the within named Grantors, and severally acknowledged the foregoing Deed to be their respective act.

E. F. Joyce,
Justice of the Peace.

Recorded 1st. April, 1919.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber W. N. W. No. 10 Folio 170, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 18th day of September, A. D., 1959.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

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JDP:HZ 10/19/59

LIBER 126 PAGE 463

IVA L. REECHEL and OTTO REECHEL, her husband	:	
CHARLES WALLACE MORAVEC and LOLA MORAVEC, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
THOMAS H. PUMPHREY and LOUISE PUMPHREY, his wife	:	
WILLIAM JOHN STOCKSDALE and IRENE STOCKSDALE, his wife		
TELITHA VIRGINIA BACHMAN and HARRY BACHMAN, her husband	:	No. 13,412 EQUITY
JESSIE MARIE RICE and JOHN D. RICE, her husband	:	
CHARLES THOMAS STOCKSDALE and JEANETTE STOCKSDALE, his wife	:	
Complainants		
vs.	:	
ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband		
UNITED STATES OF AMERICA	:	
LASTING PRODUCTS COMPANY		
Respondents	:	

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

ANSWER OF RESPONDENT, LASTING PRODUCTS COMPANY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Lasting Products Company, one of the Respondents, by Semmes, Bowen & Semmes, Norman P. Ramsey and James D. Peacock, its attorneys, in answer to the Complaint heretofore filed against it, respectfully represents:

1. This Respondent has no knowledge sufficient to form a belief as to the truth of the allegations contained in paragraphs #1 through #8, inclusive, and #10 of the Bill of Complaint heretofore filed against it and, therefore, demands strict proof thereof.

2. This Respondent admits the allegations of paragraph #9 of the Bill of Complaint heretofore filed against it.

WHEREFORE, having fully answered the Bill of Complaint filed by the Complainants herein, the Respondent, Lasting Products Company, submits

1959 OCT 20

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to the jurisdiction of this Honorable Court and prays that it be granted such relief as this Court deems just and appropriate.

Norman P. Ramsey

James D. Peacock

Semmes, Bowen & Semmes
10 Light Street (25th Floor)
Baltimore 2, Maryland
Le. 9-5040

I HEREBY CERTIFY that on this 19th day of October, 1959, I mailed a copy of the above Answer to Marvin H. Anderson, 20-u West Street, Annapolis, Maryland, Attorney for Complainants.

Norman P. Ramsey

WJE:HMB-56103

LIBER 126 PAGE 465

IVA L. REECHEL and OTTO REECHEL, her husband	:	NO. 13,412 EQUITY
ET AL	:	IN THE
VS.	:	CIRCUIT COURT FOR
ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband	:	ANNE ARUNDEL COUNTY
UNITED STATES OF AMERICA	:	
ET AL	:	

...oOo...

ORDER OF DISMISSAL

MR. CLERK:

Please enter the above-entitled proceeding "DISMISSED" as to the defendant UNITED STATES OF AMERICA.

ANDERSON & ANDERSON

By: Marvin H. Anderson
Marvin H. Anderson

Leon H. A. Pierson
LEON H. A. PIERSON
UNITED STATES ATTORNEY

William J. Evans
WILLIAM J. EVANS
ASSISTANT UNITED STATES ATTORNEY

25

AFFIDAVIT OF NON-MILITARY SERVICE

Baltimore City
~~ANNE ARUNDEL COUNTY~~,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 13th day of January, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City ~~Anne Arundel County~~, Jessie Marie Rice, one of the

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plaintiff s, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Aleora May Banknell and Louis V. Banknell, her husband,

~~xxxx~~ 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 13th day of January, 19 60.

Notarial Seal

Anne Lockwich
Notary Public

My Commission will expire on: May 1, 1961

Filed,

1960 JAN 14 PM 5:50

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IVA L. REECHEL and OTTO L. REECHEL, her husband, and others, Complainants	*	NO. 13,412 EQUITY
	*	IN
vs.	*	THE CIRCUIT COURT
	*	FOR
ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband, and others, Respondents	*	ANNE ARUNDEL COUNTY
	*	

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

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Iva L. Reechel and Otto L. Reechel, her husband, and others, the Complainants herein by Anderson & Anderson, their solicitors, respectfully shows unto your Honors that the Respondents, Aleora May Banknell and Louis V. Banknell, her husband, have each been duly summoned by the Sheriff of Baltimore City, have failed to answer, appear, or file a pleading to the Bill of Complaint in this cause within the time allowed by law or rule of Court.

WHEREFORE, your petitioners pray that a decree pro confesso against each of said respondents may be passed by this Honorable Court and leave be granted to your petitioners to take testimony before one of the standing examiners of this Court.

ANDERSON & ANDERSON

by Marvin H. Anderson
Marvin H. Anderson
Solicitors for Petitioners

1980 JAN 14

27

IVA L. REECHEL and
OTTO L. REECHEL, her husband,
and others,
Complainants

vs.

ALEORA MAY BANKNELL and
LOUIS V. BANKNELL, her husband,
and others,
Respondents

No. 13,412 ~~[illegible]~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondents, ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband, after ~~[illegible]~~ (having been duly summoned and having failed to appear to the bill of complaint and answer same according to the command of the said ~~[illegible]~~ ~~[illegible]~~ writ of summons).

It is, thereupon, this 14th day of ~~December~~ January 1960, ~~1959~~, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondents.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondents of the time and place of taking of testimony.

O Brian Duckett
Judge

FILED
1960 JAN 14 PM 12:15

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LIBER 126 PAGE 469

IVA L. REECHEL and OTTO L. REECHEL, her husband, and others,	*	IN
	*	THE CIRCUIT COURT
Complainants	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband, and others,	*	
	*	
Respondents	*	NO. 13,412 EQUITY

* * *

TESTIMONY ON BEHALF OF PETITIONERS

January 28, 1960

Present:

Mr. Marvin H. Anderson, Solicitor for Petitioners

Mr. Malcolm B. Smith, Court Examiner

Mrs. Irene Hazel, Court Reporter

Witnesses:

Thomas H. Pumphrey, pages 2 - 9.

Earl Stinchcomb, pages 10 - 12.

FILED

1960 APR 27 PM 3:40

29

Thomas H. Pumphrey, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Anderson)

1 Mr. Pumphrey, will you please state your full name and address,and occupation?

A Thomas H. Pumphrey, Millersville,Maryland, farmer.

2 And are you one of the complainants in No. 13,412 Equity?

A Yes.

3 Will you state your relationship, if any, to Florence Virginia Pumphrey mentioned in the Bill of Complaint?

A She's my mother.

4 And when did your mother die?

A November the 22nd, 1927.

5 At the time of her death was she the owner in fee of certain real estate in the Fourth Election District?

A Yes.

6 And did she own at that time a tract of ground in the Fourth Election District which was described as originally containing 29 acres more or less?

A Yes.

7 And will you tell us, generally, where this 29 acre parcel was located or is located?

A Well, it's located at Benfield Road off of the south bound lane, about, I would say,200 yards. It doesn't border the southbound lane.

8 Is the southbound lane that you're referring to the southbound lane of U. S. Route No. 3 of the Crain Highway?

A Yes.

9 And at its closest point it is how many yards or feet from the southbound highway?

30

A About 200 yards.

10 It does not front on the highway?

A No.

11 Does it front on any county or state road?

A No.

12 Did your mother acquire title to this particular tract of land described as containing 29 acres in two parcels?

A Yes.

13 And did she acquire title in fee to about 12 acres of it in 1906 from Noah H. Green?

A Yes.

14 And the balance of it she acquired in 1916 by two deeds from the heirs of Noah H. Green?

A Yes.

(CERTIFIED COPY OF DEED AS RECORDED IN LIBER G.W. NO. 51, Folio 212. FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

(CERTIFIED COPY OF DEED AS RECORDED IN LIBER G.W. NO.126, Folio 307, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

(CERTIFIED COPY OF DEED AS RECORDED IN LIBER G.W. NO.137, Folio 446, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

15 Before your mother died on November 22nd, 1927, had she conveyed away by deed any part of the tract said to contain 29 acres?

A Yes.

16 Will you tell us what part she conveyed away?

A Well, she conveyed 5 acres to Edward Green.

(CERTIFIED COPY OF DEED RECORDED IN LIBER W.N.W. NO. 10, Folio 170, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

31

17 Will you tell us whether or not any part or parcel of this ground has been conveyed away other than the 5 acre piece conveyed to Edward Green, since your mother got it?

A Yes, but it would include this piece here.

18 Well, your mother never got that piece, did she?

A No.

19 Well, let me restate it for you. What I'm asking you is whether or not there was any part of the ground conveyed away after your mother died?

A No.

20 What is the present size of this piece of property, how many acres does it contain?

A 19 acres and something.

21 And how was that arrived at?

A Well, that was arrived by this plat.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.5)

22 Referring to Examiner's Exhibit 5, who prepared that?

A Mr. Hall.

23 Is that Mr. Edward Hall, the surveyor?

A Yes, Junior.

24 Did he compute the acreage, the remaining acreage of the tract originally said to contain 29 acres from the deed description?

A Yes, he did.

25 And does this plat accurately represent the present remaining acreage of the tract containing 29 acres?

A Yes.

26 Described in the deeds?

A Yes.

27 Now, at the time of your mother's death on November 22, 1927, did she leave a Will or not?

A No.

28 She died intestate?

52

A Yes.

29 When she died was her husband living?

A Yes.

30 What was his name?

A William W. Pumphrey.

31 And he is your father, is that correct?

A Yes.

32 In addition to William W. Pumphrey who were the other heirs at law of your mother, Florence V. Pumphrey, at her death? Let's take the living children first.

A That would be Iva L. Reechel and Thomas H. Pumphrey.

33 Two of the complainants in the case?

A Yes.

34 In addition to the two living children was she survived by any other heirs at law?

A Yes.

35 Will you state who they are and how they are related?

A Pearl Moravec has the one son.

36 Now, who is Pearl Moravec?

A She is my sister.

37 When did Pearl Moravec die?

A October the 26th, 1918.

38 And who was her child?

A Her child was Charles Wallace Moravec.

39 And was that the only child of Pearl Moravec living when your mother died?

A Yes.

40 Now, were there any other heirs of your mother?

A Yes, May Stocksdale.

41 Who is May Stocksdale?

A She is my oldest sister.

42 When did she die?

A She died December the 24th, 1919.

43 And did she have any children living at the time your mother died?

A Yes,

44 Will you list them?

A William John Stocksdale, Telitha Virginia Bachman, Jessie Marie Rice, Aleora May Banknell, Charles Thomas Stocksdale.

45 In other words at your mother's death your sister, May Stocksdale, had five living children?

A Five living children.

46 Are there any other heirs of your mother, Florence Virginia Pumphrey?

A No, that's all.

47 When your mother died were Letters of Administration taken out on her estate?

A Yes.

48 And her estate has been fully administered upon?

A Yes.

49 When did your father, William W. Pumphrey, die?

A August the 5th, 1937.

50 And did he die leaving a Will or not?

A No.

51 He died intestate?

A Yes.

52 Who were his heirs at law upon his death?

A The same heirs as has been mentioned.

53 In other words, the same persons, the same children and grandchildren of your mother, is that correct?

A Yes.

54 Were Letters of Administration taken out upon the estate of your father, William W. Pumphrey?

A No, he sold this property before he died.

55 He sold his other property?

A Yes, he sold all of his property.

56 Now, will you describe for us, if you can, the condition and nature of the remaining 19.3 acres of the property described in the Bill of Complaint?

A Well, this property is awful hilly and rutty, it's steep hills, I mean, hillsides and valleys. It's about 2 acres of clear ground and the rest is growed up in hillside, it's almost unusable.

57 How does a person get to this property?

A Well, there's no right-of-way to it, there's a private road to it but it comes through another man's place.

58 There's no right-of-way of record?

A No, the right of way that was there was destroyed through another place there.

59 How was that destroyed?

A Well, the ground was taken out of another property there to extend about 15 feet. The road had not been used for 30 years or 35 years anyhow.

60 Is this property said to contain 19.3 acres. in your opinion, susceptible of an advantageous partition in kind among and between the various heirs at law of your mother now living?

A You mean divided?

61 Yes. In other words, could it be advantageously divided up among them so that each of them would receive a part of it?

A No.

62 Why do you say that?

A Well, you couldn't satisfy them on the condition of the ground. And then one would get one part and none would have right of ways and it would be a big mess.

63 In other words, are there any of the heirs who could get to this property?

A I'm the only one, it borders me on the back.

64 It borders you on the back? And any of the others would have difficulty getting to this property unless they came through somebody else's?

A Well, yes, they've got to come through private property.

65 How long have you been associated with this property, or been close to it?

A My whole life.

66 Well, now, are you in a position to express an opinion as to the present fair market value of the remaining 19.3 acres, based on your long association with the property?

A I put it at about Twelve Hundred Dollars ($1200.00).

67 Who has been paying all of the State and County real estate taxes on this property in recent years?

A I have.

68 You've paid taxes out of your pocket?

A Out of my own money, yes.

69 And in the event the Court passes a decree directing the sale of this property, do you intend to file a claim for taxes which you have paid?

A Yes.

70 In what amount?

A Four Hundred and Ninety Three Dollars and Ninety Four Cents ($493.94).

71 In addition to these taxes has any other expense been incurred in connection with computing the acreage of this property?

A Only these plats of Mr. Hall.

72 What was his charge for that?

A Twenty Dollars ($20.00).

73 I notice that the Bill of Complaint described the

56

remaining acreage as approximately 23 acres, whereas, the plat prepared by Mr. Hall shows only 19.3 acres, do you feel that the acreage computed by Mr. Hall is correct?

A Yes, I think Mr. Hall is right, this was done by Mr. Busch in October 10, 1916, and Mr. Hall is more apt to be correct.

74 At the present time, as far as you know, are Aleora May Backhell or her husband Louis V. Backhell, in the armed services of the United States?

A That I couldn't say.

75 As far as you know, they're not?

A I don't know.

76 Mr. Pumphrey, do you own, yourself, any real estate in Anne Arundel County?

A Yes.

77 Do you own any real estate which is adjacent to the 19.3 acres which we're talking about?

A Yes.

78 How close is your own property to that?

A It adjoins it.

79 Are you familiar with values of real estate in the Benfield section of the Fourth Election District?

A Yes.

80 Do you follow sales of property in that area?

A Yes.

81 And testifying as to your opinion of the fair market value of the 19.3 acres, have you considered recent sales of property in that vicinity?

A Yes.

82 As well as the condition of the property?

A Yes.

83

QUESTION BY THE EXAMINER:

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

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

Answer. No.....

Signature. Thomas H. Pumphrey.....

Earl Stinchcomb, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Anderson)

1 Now, Mr. Stinchcomb, will you state your full name, address and occupation?

A Earl Stinchcomb, Millersville, Maryland, Assessor.

2 And are you employed by Anne Arundel County Assessment office?

A Yes.

3 As a tax assessor?

A Yes.

4 And for how many years?

A Three.

5 Will you tell us, generally, what experience you've had in appraising real estate in Anne Arundel County?

A Well, I have the general run of experience, you know.

6 Well, have you been called upon to appraise property?

A Yes.

7 On approximately how many occasions, would you state?

A What do you mean, on my work now?

8 Right.

A Three or four thousand pieces of property.

9 And are you familiar with the tract of land said to contain at the present time 19.3 acres which was owned by Florence V. Pumphrey in the Benfield section of the Fourth District when she died?

A I am.

10 Would you describe the property, generally, as to its condition and location?

A Well, condition is, I would say, poor.

11 Why do you say that?

A Well, because it's hilly and about 2 acres clear and

a lot of stone.

12 Where is it's location?

A Well, it's off the southbound lane of 301 opposite Benfield Road.

13 And does it have access or front on any county or state public highway?

A No, it does not.

14 How would you get to this property?

A The only way you could get to it would be through private property.

15 And at its nearest point, how close is it to the southbound lane of Crain Highway, would you say?

A I'd say about 900 feet.

16 Has the recent construction of the southbound lane changed the lay of the land up there or effected any of the old private roads which may have formerly run to this property?

A I would say, yes, years ago it use to have a right-of - way, but then I guess for about 35 years nobody ever used it, then the State has taken all the dirt out for fill and left such a bank that nobody could ever get through there now.

17 In other words, where this old road once was there's now a high bank?

A Yes, where they use to get on the property, that's right.

18 Do you live very close to this property?

A I'd say, about 3 miles.

19 And have you known the property over a period of years?

A Yes.

20 All of your life?

A Yes.

4v

21 And based on your experience and your knowledge of the property and its condition, and location, would you tell us what, in your opinion, is the present fair market value of the 19.3 acres?

A About $900.00.

22 Would you tell us whether or not, in your opinion, the 19.3 acre parcel can be conveniently divided in kind between the various living heirs of Florence V. Pumphrey?

A I would say, no.

23 First of all, do you know how many heirs there are?

A No.

24 Well, do you have any idea?

A The only one I know is --

25 Well, let us assume that the record shows that there are eight, eight sets of heirs. In your opinion, can this parcel of ground be conveniently divided in kind between them?

A I wouldn't think so.

26 Now, will you tell us why?

A Well, it's just like the plat shows. I mean, you've got one spot that's level and the next is hilly, and the next is in the valley, then they wouldn't have no right-of-way, so what good would it be to them. In my opinion, it wouldn't be a whole lot of good to them.

27 And what is the best thing to do with this property?

A I think the best thing to do with it is sell it to somebody that adjoins it.

28 Well, in other words, you feel that the only way to resolve the title of this property at the present time is to sell it at public sale?

A I would think so.

QUESTION BY THE EXAMINER:

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

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

Answer.....

Signature..Earl Stinchcomb.....

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

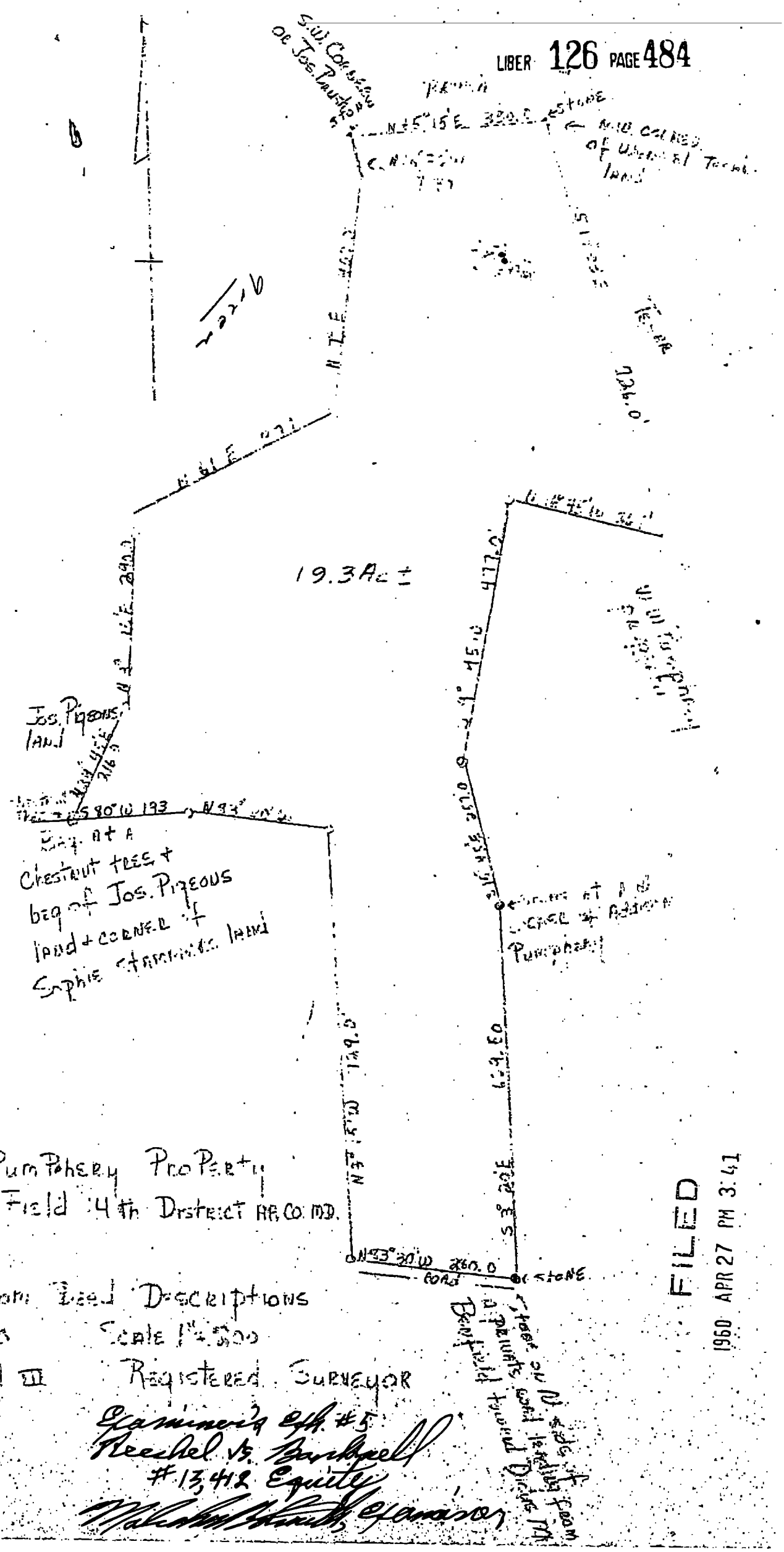
I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 7th day of ~~March~~ April. 1960.

(SEAL)
Malcolm R. Smith, Examiner

M.S. $10.00

I.H. $12.00



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ANDERSON & ANDERSON
ATTORNEYS AT LAW
20-U WEST STREET
ANNAPOLIS, MD.

January 13, 1960

Mrs. Aleora May Benknell
Mr. Louis V. Benknell
5307 Mayview Avenue
Baltimore 6, Maryland

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear Madam and Dear Sir:

You are hereby advised and notified that on Thursday, January 28, 1960, at ten o'clock a. m., testimony will be taken before Mr. Malcolm B. Smith, one of the standing examiners in equity of the Circuit Court for Anne Arundel County for the purpose of substantiating the allegations contained in the bill of complaint for involuntary partition by way of sale of certain real estate in Anne Arundel County which was brought by Mrs. Iva L. Roechel and others against you and others. This equity case is identified as No. 13,412 Equity in the Circuit Court for Anne Arundel County, Maryland. You each were served with a copy of the bill of complaint on October 7, 1959.

This testimony will be taken in the offices of the Court Stenographer on the second floor of the Anne Arundel County Court House, Church Circle, Annapolis, Anne Arundel County, Maryland.

Although your presence and the presence of each of the other defendants whose names are listed at the bottom hereof is not required, each of you may, if you so desire, attend and testify yourself, or if any of you have any witnesses, they may also attend and testify.

Yours very truly,

Marvin H. Anderson

Marvin H. Anderson
Solicitor for Complainants

MHA:a
cc: United States of America
c/o Leon H. A. Pierson, Esquire
U. S. Attorney for the District of Maryland
407 Post Office Building
Baltimore 2, Maryland

1960 JAN 20 PM 1:07

45

cc: Honorable William P. Rogers
Attorney General of the United States
Washington, District of Columbia
REGISTERED MAIL, RETURN RECEIPT REQUESTED

Lasting Products Company
200 Block South Franklintown Road
Baltimore, Maryland

Norman P. Ramsey, Esquire, and
James D. Peacock, Esquire
Semmes, Bowen & Semmes
Attorneys at Law
10 Light Street (25th Floor)
Baltimore 2, Maryland

1960 JAN 20 PM 1:07

46

IVA L. REECHEL and OTTO L. REECHEL, her husband, and others,	*	NO. 13,412 EQUITY
Complainants	*	IN
vs.	*	THE CIRCUIT COURT FOR
ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband, and others,	*	ANNE ARUNDEL COUNTY
Respondents	*	

DECREE

This cause standing ready for hearing and being submitted, the Bill, Answers, testimony, and all of the other proceedings were by the Court read and considered.

It is thereupon this 11th dayof May in the year nineteen hundred sixty by the undersigned, one of the Judges of this Court, and by authority of this Court, ADJUDGED, ORDERED, and DECREED that the real estate mentioned in these proceedings be sold; and that Marvin H. Anderson be, and he is hereby appointed Trustee to make such 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 with a surety or sureties to be approved by the Clerk of this Court in the penalty of fifteen hundred dollars conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises; he shall then proceed to make the said sale, after having first given notice by advertisement of the time, place, and terms of sale in a newspaper published in this county at least once in each of three successive weeks, the first publication to be not less than twenty days prior to the sale and the last such publication to be not more than one week prior to the sale, and such other notice as he may think proper, the terms of which said sale shall be as follows:

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One-third of the purchase money to be paid in cash on the day of sale and the balance to be paid in cash upon the final ratification of such sale by this Court, or all cash at the time of sale at the option of the purchaseror purchasers, deferred payments to bear interest at the rate of six per centum (6%) per annum from the day of sale, and to be secured by the bonds of the purchaser or purchasers with security to be approved by the Trustee, and if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either public or private sale to the best advantage and upon the terms above set forth.

And as soon as may be convenient after any such sale or sales, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed, and upon the ratification of such sale or sales by this Court, and upon the payment of the whole purchase money (and not before) the said Trustee by a godd and sufficient deed to be executed, acknowledged, and recorded agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs and assigns, the property to him, her, or them, sold free, clear, and discharged of all claims of the parties to this cause and of any persons claiming by, from, or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale or sales and the bonds which may be taken for the same to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, attorneys' fees, and such commission to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged this trust.

48

Matthew L. Evans

JUDGE

LIBER 126 PAGE 490

IVA L. REECHEL and OTTO L. REECHEL, her husband, and others,	:	NO. 13,412 EQUITY
	:	IN THE LIBER 10 PAGE 255
Complainants	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband, and others,	:	
Respondents	:	

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

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin H. Anderson, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York are held and firmly bound unto the State of Maryland in the full and just sum of One thousand five hundred ($1,500.00), 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 17th day of May, in the year of our Lord on thousand nine hundred and sixty.

WHEREAS, the above bounded Marvin H. Anderson was appointed Trustee by virtue of a decree of the Circuit Court for Anne Arundel County, dated May 11, 1960, to make sale of the property mentioned in the proceedings in the case of Iva L. Reechel, et al vs. Aleora May Banknell, etal known as No. 13,412 Equity, nowpending in said Court.

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

Marvin H. Anderson (SEAL)
Marvin H. Anderson

Signed, sealed and delivered in the presence of

Myrtle Sturm

NATIONAL SURETY CORPORATION
BY Marvin H. Anderson
Attorney-in-fact

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1960 MAY 17 PM 12:04

Bond approved this 17 day of May, 1960
George T. Crowell, Clerk

50

ANDERSON & ANDERSON
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

Trustee's Sale

Of Valuable Unimproved Fee-Simple Property

In Fourth Election District, Anne Arundel County, Maryland, Off of West Side of South Bound Lane, Crain Highway, near Benfield

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a cause in said Court pending wherein Iva L. Reechel and husband and others are complainants and Aleora May Banknell and husband and others are respondents, entitled No. 13,412 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis, Maryland, on

Tuesday, June 14, 1960 at 11:00 o'clock, A.M.

All that tract of ground situate near Benfield in the Fourth Election District of Anne Arundel County, Maryland, off of the west side of the new South bound lane of Crain Highway (U. S. Route No. 3), said to contain 19.3 acres, more or less, being all of the same property which was secondly described by metes and bounds in a deed dated November 28, 1916, from Charles M. Green and wife and others to Florence Virginia Pumphrey recorded among the land records of Anne Arundel County in Liber G.W. No. 126, folio 307, saving and excepting therefrom so much thereof which was conveyed by the said Florence V. Pumphrey and husband to Edward Green by deed dated January 26, 1919, and recorded among the aforesaid land records in Liber W. N. W. No. 10, folio 170.

TERMS OF SALE: One-third of the purchase money in cash or by certified check will be required of the purchaser at the time of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, or all cash at time of sale, unpaid purchase money to bear interest from date of sale, unpaid purchase money to bear interest from date of sale at the rate of six (6%) per centum per annum secured by bonds of purchaser with security to be approved by Trustee. Trustee reserves the right to reject any or all bids and to withdraw the property from sale. Taxes and public charges to be adjusted to date of sale.

MARVIN H. ANDERSON,
Trustee

GEORGE W. SCIBLE
Auctioneer

Ju-9

No. 51

LIBER 126 PAGE 491
OFFICE C.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1960

We hereby certify, that the annexed

Trustee's Sale

Iva L. Reechel
13,412

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of June, 1960. The first insertion being made the 19th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

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1960 JUN 10 PM 3 [illegible]

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 Franklin Street
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE UNIMPROVED FEE-SIMPLE PROPERTY IN FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND, OFF OF THE WEST SIDE OF SOUTH BOUND LANE, CRAIN HIGHWAY, NEAR BENFIELD

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a cause in said Court pending wherein Iva L. Reechel and husband and others are complainants and Aleora May Banknell and husband and others are respondents entitled No. 13,412 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis, Maryland, on

TUESDAY, JUNE 14, 1960

AT 11:00 O'CLOCK A. M.

All that tract of ground situate near Benfield in the Fourth Election District of Anne Arundel County, Maryland, off of the west side of the new South bound lane of Crain Highway (U. S. Route No. 3), said to contain 19.3 acres, more or less, being all of the same property which was secondly described by metes and bounds in a deed dated November 28, 1916, from Charles M. Green and wife and others to Florence Virginia Pumphrey, recorded among the land records of Anne Arundel County in Liber G. W. No. 126, folio 307, saving and excepting therefrom so much thereof which was conveyed by the said Florence V. Pumphrey and husband to Edward Green by deed dated January 26, 1919, and recorded among the aforesaid land records in Liber W. N. W. No. 10, folio 170.

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GEORGE W. SCIBLE
Auctioneer

MARVIN H. ANDERSON
Trustee

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AUCTIONEER's CERTIFICATE

LIBER 126 PAGE 493

I hereby certify that I have this 14th day of June, 1960, sold the property described in the within handbill at public sale at the time and place described in said handbill to Lawrence T. Bleemke and Diana M. Bleemke (~~he)(she)(it~~)(they) being then and there the highest bidder(s) therefor, and I do further certify that the sale was fairly made. The sale price was _____ dollars.

George W. Scible, Auctioneer

PURCHASER'S AGREEMENT

(X)(we)(_____), the undersigned, do hereby certify that (X)(we)(_____) have this fourteenth day of June, 1960, purchased from Marvin H. Anderson, Trustee, the property described in the within handbill at and for the sum of Eight thousand and no/100 ($ 8,000.00) dollars, and do hereby agree to comply with the terms of sale.

WITNESS (our) hand(s) and seal(s).

WITNESS:

Marvin H. Anderson

Lawrence T. Bleemke (SEAL)

Diana M. Bleemke (SEAL)

(by)_____

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EXHIBIT "M.H.A. No. 1"

IVA L. REECHEL and OTTO L. REECHEL, her husband, and others,	*	NO. 13,412 EQUITY
Complainants	*	IN
vs.	*	THE CIRCUIT COURT
ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband, and others,	*	FOR ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * * * * * *

TRUSTEE'S REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Marvin H. Anderson, Trustee in this case to make sale of the real estate therein mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust, as required by said decree, and after giving 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 by handbills set up at the Court House Door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door, Annapolis, Maryland, on Tuesday, June 14, 1960, at 11 O'clock, a.m., the time and place so advertised, and then and there proceeded to sell said real estate described as follows: All that tract of ground situate near Benfield in the Fourth Election District of Anne Arundel County, Maryland, off of the west side of the new South bound lane of Crain Highway (U.S. Route No. 3), said to contain 19.3 acres, more or less, being all of the same property which was secondly described by metes and bounds in a deed dated November 28, 1916, from Charles M. Green and wife and others to Florence Virginia Pumphrey, recorded among the land records of Anne Arundel County

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1960 JUN 14 PM 12:19

in Liber G.W. No. 126, folio 307, saving and excepting therefrom so much thereof which was conveyed by the said Florence V. Pumphrey and husband to Edward Green by deed dated January 26, 1919, and recorded among the aforesaid land records in Liber W.N. W. No. 10, folio 170. The above property being the remaining portion of the property which was secondly conveyed to Florence V. Pumphrey as aforesaid, to Lawrence T. Bleemke and Diana M. Bleemke, his wife, for the sum of Eight thousand ($8,000.00) - - - - - - Dollars, ~~he/she/they~~ they being the highest bidder(s) for said property.

And your Trustee files herewith as exhibit the agreement of purchaser marked M.H.A. No. 1, with Report of Sale.

The price obtained for the property is fair and reasonable and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

Marvin H. Anderson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 14th day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin H. Anderson, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal notarial.

Myrtle Sturm, Notary Public

ORDER NISI

LIBER 126 PAGE 496

Iva L. Reechel and
Otto L. Reechel, her husband, and others
versus
Aleora May Banknell and
Louis V. Banknell, her husband, and others

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,412 Equity

Ordered, this 14th day of June, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Marvin H. Anderson, Trustee

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.

The report states that the amount of sale was $ 8,000.00

True Copy, George T. Cromwell Clerk.

FILED
1960 JUN 14 PM 12:19

TEST: _____ Clerk.

(Final Order)

Iva L. Reechel and
Otto L. Reechel, her husband, and others
versus
Aleora May Banknell and
Louis V. Banknell, her husband, and others

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

ORDERED BY THE COURT, This 26th day of July, 1960 that the sale made and reported by the trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett
JUDGE.

FILED
1960 JUL 26 AM 11:23

56

LIBER 126 PAGE 497

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. 13,412 Equity
IVA L. REECHEL and OTTO L. REECHEL, her husband, and others
versus
ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband, and others

Ordered, this 14th day of June, 1960, That the sale of the Property in these proceedings mentioned made and reported by Marvin H. Anderson, Trustee 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.

The report states that the amount of sale was $8,000.00.

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. 13,412
Sale
Otto L. Reechel

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 July, 1960. The first insertion being made the 23rd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 15728 1960 JUL 15 PM 1:42 By H. Tilghman

In the Case of

Iva L. Reechel and
Otto Reechel, her husband,
et al
vs.
Aleora May Banknell and
Louis V. Banknell, her husband,
et al

In the

Circuit Court

For

Anne Arundel County

No. 13,412 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura V. Jackling
Auditor.

September 14, 1960

FILED

1960 SEP 19 PM 3.46

Dr. Iva L. Reechel and Otto Reechel, her husband vs. Aleora May Banknell and Louis V. Banknell, her husband, et al in ac.

To Trustee for Commissions, viz:	271	13			
To Trustee for Fee (Order 8/19/60), viz:	400	00		671	13
To Trustee for Court costs, viz:					
Plaintiffs' Solicitor's appearance fee	10	00			
Defendants' Solicitor's appearance fee	10	00			
Clerk of Court - Court costs	118	00			
Jos. C. Deegan - Sheriff's costs	13	40			
Malcolm B. Smith - Examiner's fee	10	00			
Irene Hazel - Stenographer's fee	12	00			
Auditor - stating this account	36	00		209	40
To Trustee for Expenses, viz:					
Capital-Gazette Press - advertising sale	70	00			
Capital-Gazette Press - order nisi (sale)	15	00			
Capital-Gazette Press - order nisi (acct)	12	00			
Whitmore Printing Co. - handbills	18	03			
National Surety Corp. - bond premium	10	00			
Clerk of Court - photostatic copies deeds	9	00			
George W. Scible - auctioneer's fee	100	00			
Clerk of Court - recording release of Federal lien		75			
Edward Hall, III - plat and description	20	00			
Earl Stinchcomb - appraisal and testimony	25	00			
One-half Federal documentary stamps	4	40			
One-half State documentary stamps	8	80			
Myrtle Sturm - notary fees	1	00		293	98
To Trustee for Taxes, viz:					
1960 State and County taxes - 5 months 14 days	23	62		23	62
To Thomas H. Pumphrey - full payment of claim for taxes paid by him (Order 5/20/60)	493	94		493	94

BALANCE FOR DISTRIBUTION - $6,345.43		
Distributed to heirs at law of Florence V. Pumphrey, who died, intestate, 11/22/27, viz:		
(1) To Iva L. Reechel, daughter - one-fourth	1,586 36	
(2) To Thomas H. Pumphrey, son - one-fourth	1,586 36	
)3) To Charles W. Moravec, grandson, (son of Pearl Moravec, who died 10/26/18) - one-fourth	1,586 36	
(4) To Children of May Stocksdale, daughter, who died 12/24/19, viz:		
I. To Telitha V. Bachman, daughter - one-twentieth	317 27	
II. To Jessie Marie Rice, daughter - one-twentieth	317 27	
III. To Aleora May Banknell, daughter - one-twentieth	317 27	
IV. To Charles T. Stocksdale, son - one-twentieth	317 27	
V. To Lasting Products Co., judgment creditor of William J. Stocksdale, son- one-twentieth - on account claim in #A-146 Law	317 27	
		6, 345 43
		8,037 50
Principal of Judgment (#A-146 Law)	7,237 36	
Cr. Amount allowed above	317 27	
	6,920 09	
Plus interest from 6/17/58, Court Costs and Attorney's fee		

with Marvin H. Anderson, Trustee Cr.

1960				
May	11	Proceeds of Sale	8,000 00	
		Interest on deferred payment of $5,000.00 to 7/27/60	37 50	8,037 50
				8,037 50

LIBER 126 PAGE 502

ORDER NISI

Iva L. Reechel and Otto Reechel, her husband, et al

VERSUS

Aleora May Banknell and Louis V. Banknell, her husband, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,412 Equity.

ORDERED, This 19th day of September, 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 24th 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 24th day of October next.

George T. Cromwell Clerk

FILED 1960 SEP 19 AM 9:45

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of October, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

O Brian Duckett

FILED

ORDER NISI

1960 OCT 25 AM 11:52

In the

CIRCUIT COURT

LIBER 126 PAGE 503

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed

Order Nisi - Aud Acct - Eq 13,412

Aleora May Banknell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of October, 1960. The first insertion being made the 27th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 1484 1960 OCT 10 AM 9:37 By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,412 Equity
IVA L. REECHEL and OTTO REECHEL, her husband, et al
VERSUS
ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband et al

Ordered, this 19th day of September, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of 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 24th day of October next.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
O-6

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HOWARD H. BAKER, JR., AND ELSIE B. BAKER, 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 Howard H. Baker, Jr., and Elsie B. Baker, his wife to Baltimore Federal Savings and Loan Association, dated August 7th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio 337.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1960 JUN 11 AM 10:02

City and County Form.

LIBER 126 PAGE 505

LIBER 1141 PAGE 337

This Mortgage,

Made this 7th day of August, in the year one thousand, nine hundred and fifty-seven, between HOWARD H. BAKER, JR AND ELSIE B. BAKER, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of THIRTEEN THOUSAND AND 00/100ths $13,000.00 Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of 4½% for six months and 25 days to be paid on March 1, 1958 and thereafter at the rate of five and one-half (5½%) per cent per annum in the manner following:

By the payment of ONE HUNDRED SIX AND 23/100ths $106.23 Dollars, commencing on the first day of March, 1958, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEGINNING for the same at an iron pipe now set on the Westernmost side of a 5-foot widening strip of the Sillery Bay County Road, said point being distant South 63 degrees 48 minutes 20 seconds West 5.0 feet and North 26 degrees 04 minutes 40 seconds West 762.55 feet from the end of the North 63 degrees 50 minutes 40 seconds East 1749.05 foot line of the first parcel of the conveyance by Morris B. Goldberg and wife to Elsie B. Baker by deed dated August 26, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 861, Folio 169; thence leaving said beginning point so fixed and running with said widening strip North 26 degrees 04 minutes 40 seconds West 100.0 feet to an iron pipe; thence leaving said widening strip and running South 63 degrees 55 minutes 20 seconds West 150.0 feet to an iron pipe; thence South 26 degrees 04 minutes 40 seconds East 100.0 feet to an iron pipe; thence running North 63 degrees 55 minutes 20 seconds East 150.0 feet to the Place of Beginning. Containing 15,000 Square Feet.

BEING one of the lots of ground which by Deed dated August 26, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 861, folio 169 was granted and conveyed by Morris Bernard Goldberg and Rose Goldberg, his wife, unto the within named Mortgagors.

FILED

1960 JUN 11 AM 10:02

Plat "A"

2025 Sa 3 Silery Bay

2

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

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

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

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments: (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of....$260.00..... Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

WITNESS the [illegible]

WITNESS:

Howard H. Baker, Jr. (SEAL)

(SEAL)

Elsie B. Baker (SEAL)

(SEAL)

Albert G. Fitzgerald

ALBERT G. FITZGERALD

Marie A. Durnell

4

LIBER 126 PAGE 508

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 1141 PAGE 340

On this 7th day of August, 1957, before me, a Notary Public of said State, personally appeared Howard H. Baker, Jr. andxElsiexBxxBakerx hisxwife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, xxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxx At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

On this 7th day of August, 1957, before me, a Notary Public of said State, personally appeared Elsie B. Baker, known to me, to be the person whose is subscribed to the within Mortgage, and who, acknowledged that she executed same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Marie A. Dunner
Notary Public

Rec'd for record Aug 8 1957 at 9:05 A.M.
Mailed to Callahan & Calwell

Anne Arundel County

MORTGAGE

FROM

HOWARD H. BAKER, JR. AND ELSIE B. BAKER, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in Liber No. Folio etc., one of the Land Records of and examined per Clerk

RECORDED IN LIBER G.C.F. No. 1141 FOLIO 340 GEO. T. CROMWELL, CLERK

RECORDED IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 AUG -8 AM 9 05

Cost of Record, $

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM 108

Application No. 15097
Written by DAG
Approved by Examiner
Ready for Record

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby releases the within mortgage and the debt thereby secured this day of 19

AS WITNESS the Corporate Seal of the said body corporate and the signature of the Vice-President thereof duly attested by its Secretary.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By Eugene K. Kelly, Vice-President

Secretary

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

HOWARD H. BAKER, JR., AND

ELSIE B. BAER, HIS WIFE

IN THE

LIBER 126 PAGE 509

CIRCUIT COURT FOR ANNE ARUNDEL

IN EQUITY

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Howard H. Baker, Jr., and Elsie B. Baker, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **7th** day of **August** 1957, and recorded among the

Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1141**

Folio **337** .

Amount of Mortgage	$13,000.00
Less - amount paid on principal	2,000.00
	11,000.00
Plus - interest to 7/6/60	1,886.79
	12,886.79
Plus - fire insurance premiums	77.48
	12,964.27

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this **7th** day of **June** in the year nineteen hundred and **sixty** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

WITNESS my hand and Notarial Seal.

Clara M. Link

Clara M. Link Notary Public

FILED

1960 JUN 11 AM 10:02

6

LIBER 126 PAGE 510

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of June 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendant s Howard H.Baker, Jr., and Elsie B. Baker, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1960 JUN 11 AM 10:02

1

CALLAHAN and CALWELL
Solicitors
Baltimore Federal I ,ng
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Howard H. Baker, Jr., and Elsie B. Baker, his wife to Baltimore Federal Savings and Loan Association, dated August 7th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio 337 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, July 19, 1960
at 3:15 P.M. (E.D.T.)

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, at Sillery Bay, and described as follows:

BEGINNING for the same at an iron pipe now set on the Westernmost side of a 5-foot widening strip of the Sillery Bay County Road, said point being distant South 63 degrees 48 minutes 20 seconds West 5.0 feet and North 26 degrees 04 minutes 40 seconds West 762.55 feet from the end of the North 63 degrees 50 minutes 40 seconds East 1749.05 foot line of the first parcel of the conveyance by Morris B. Goldberg and wife to Elsie B. Baker by deed dated August 26, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 881, Folio 169; thence leaving said beginning point so fixed and running with said widening strip North 26 degrees 04 minutes 40 seconds West 100.0 feet to an iron pipe; thence leaving said widening strip and running South 63 degrees 55 minutes 20 seconds West 150.0 feet to an iron pipe; thence South 26 degrees 04 minutes 40 seconds East 100.0 feet to an iron pipe; thence running North 63 degrees 55 minutes 20 seconds East 150.0 feet to the Place of Beginning. Containing 15,000 Square Feet.

No.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a frame ranch type dwelling, containing 6 rooms, tiled bath, hot water 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 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 J-14

OFFICE F LIBER 126 PAGE 511

Maryland Gazette

Published by 13,824 Equity

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 15, 1960

We hereby certify, that the annexed

Attorney's Sale

Elsie B. Baker.

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 July, 1960. The first insertion being made the 23rd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL 15 PM BY: C. Y. Tilghman

8

~~Mortgagee's~~ Attorney's Bond.

1-369

LIBER 126 PAGE 512

314921

NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 313

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 13,831 Equity

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Md. as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 14th - - - - - - - - - - - - - - - - - - - day of July - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Howard W. Baker Jr. and Elsie B. Baker his wife to the Baltimore Federal Savings and Loan Association bearing date the 7th day of August nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1141, Folio 337, and

Lot 5 Sillery Road Anne Arundel Co Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Frith

~~Witness~~ As to Surety

M. S. Kreus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Bond approved this 16th day of July 1960

George T. Cromwell, Clerk

FILED 1960 JUL 16 AM 10:42

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HOWARD H. BAKER, JR., AND ELSIE B. BAKER, HIS WIFE	:	(In Equity)

No. 13,831 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **August 7th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio 337** from said **Howard H. Baker, Jr., and Elsie B. Baker, 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 **19th** day of **July, 1960** at **3.15 P.M.,** attend on the premises and then and there sold the **fee simple** property situate, lying and being in **Anne Arundel** County

situate on the westernmost side of a 5 foot widening strip of the Sillery Bay County Road, having a frontage of 100 feet with a depth of 150 feet, more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1960 JUL 29 AM 11:22

10

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Howard H. Baker, Jr., and Elsie B. Baker, his wife to Baltimore Federal Savings and Loan Association, dated August 7th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio 337 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on,

Tuesday, July 19, 1960 at 3:15 P.M. (E.D.T.)

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, at Sillery Bay, and described as follows:

BEGINNING for the same at an iron pipe now set on the Westernmost side of a 5-foot widening strip of the Sillery Bay County Road, said point being distant South 63 degrees 48 minutes 20 seconds West 5.0 feet and North 26 degrees 04 minutes 40 seconds West 762.55 feet from the end of the North 63 degrees 50 minutes 40 seconds East 1749.05 foot line of the first parcel of the conveyance by Morris B. Goldberg and wife to Elsie B. Baker by deed dated August 26, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 861, Folio 169; thence leaving said beginning point so fixed and running with said widening strip North 26 degrees 04 minutes 40 seconds West 100.0 feet to an iron pipe; thence leaving said widening strip and running South 63 degrees 55 minutes 20 seconds West 150.0 feet to an iron pipe; thence South 26 degrees 04 minutes 40 seconds East 100.0 feet to an iron pipe; thence running North 63 degrees 55 minutes 20 seconds East 150.0 feet to the Place of Beginning. Containing 15,000 Square Feet.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a frame ranch type dwelling, containing 6 rooms, tiled bath, hot water 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 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 J-14

LIBER 126 PAGE 514

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 Twelve Thousand ($12,000.00) Dollars, in fee simple, 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 **21st** 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 Walter S. Calwell, **Attorney Named in Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

11

ORDER NISI

LIBER 126 PAGE 515

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

HOWARD H. BAKER, JR., and
ELSIE B. BAKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,831 Equity

Ordered, this 29th day of July, 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 6th 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 6th day of September next.

The report states that the amount of sale was $ 12,000.00

FILED 1960 JULY 29 AM 11:22

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

HOWARD H. BAKER, JR., and
ELSIE B. BAKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of September, 1960, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michael
JUDGE.

FILED

1960 SEP -7 PM 12:52

LIBER 126 PAGE 516

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,832 Equity
WALTER S. CALWELL, Attorney named in Mortgage
versus
HOWARD H. BAKER, JR., and ELSIE B. BAKER, his wife

Ordered, this 29th day of July, 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 6th 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 6th day of September next.

The report states that the amount of sale was $12,000.00.

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

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1960

We hereby certify, that the annexed
Order Nisi Sale
Eq. 13,831
Howard H. Baker, 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 6th day of September, 1960 The first insertion being made the 4th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 AUG 30 PM By: M. Tilghman

No. M. G.

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Howard H. Baker, Jr.,
and
Elsie B. Baker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,831 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. Eckling
Auditor.

September 23, 1960

FILED
1960 OCT -3 AM 11:30

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Howard H. Baker, Jr., and Elsie B. Baker, his wife

in ac.

To Attorney for Fee, viz:	260	00		
To Attorney for Commissions, viz:	393	07	653	07
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	80	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	14	25		
New Amsterdam Casualty Co.-bond premium	52	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	13	20		
Clara M. Link - notary fees	1	50	220	07
To Attorney for Taxes, viz: 1960 State and County taxes ($239.28) - 6 months 19 days	131	61	131	61
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	11,041	45	11,041	45
			12,102	20
Amount of mortgage claim filed	12,964	27		
Interest on principal balance of $11,000. @ 5½% from 7/6/60 to 11/6/60 - 4 months	201	68		
	13,165	95		
Cr. Amount allowed above	11,041	45		
Balance subject to decree in personam	2,124	50		

15

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

1960						
July	19	Proceeds of Sale	12,000	00		
		Interest on deferred payment to 9/8/60	102	20	12,102	20
					12,102	20

ORDER NISI

LIBER 126 PAGE 520

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Howard H. Baker, Jr.,
and
Elsie B. Baker, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,831 Equity.

FILED 1960 OCT -3 AM 11:30

ORDERED, This 3rd day of October, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of November, 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 NOV -9 PM 12:29

O'Brien Duckett

17

LIBER 126 PAGE 521

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,831 Equity
Walter S. Caldwell, Attorney Named in Mortgage
versus
HOWARD H. BAKER, JR., and ELSIE B. BAKER, his wife

Ordered, this 3rd day of October, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of November next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,831,
Auditor Account

Howard H. Baker, 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 7th day of November, 1960. The first insertion being made the 6th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1960 NOV -4 By H. Tilghman

No. M. G. 17440

18

LIBER 126 PAGE 522

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FRED ROBERT LUDDY AND THELMA M. LUDDY, HIS WIFE	:	ANNE ARUNDEL COUNTY (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 Fred Robert Luddy and Thelma M. Luddy, his wife to Baltimore Federal Savings and Loan Association, dated August 30th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148 folio 242.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED

1960 JUN 15 AM 9:35

LIBER 126 PAGE 523

LIBER 1148 242

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

MARYLAND

MORTGAGE

Equity No 15,835

THIS MORTGAGE, made this 30th day of August, A. D. 1957, by and between FRED ROBERT LUDDY and THELMA M. LUDDY, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND EIGHT HUNDRED Dollars ($14,800.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-four and 99/100ths Dollars ($ 74.99), commencing on the first day of October, 1957, 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 1st day of~~ August 29, 1987 ~~xxx~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 9, Block F, as laid down and shown on a Plat entitled, "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, as prepared by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37.

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

Plaintiff's Exhibit "A"

FILED

1960 JUN 15 AM 9:35

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

10—49890—

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

General Electric Refrigerator - - $200.00
General Electric Washer - - - - - $140.00
General Electric Dryer - - - - - $135.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness: Joel R. Holland Jr.
JOHN R. HOLLAND, JR.

Fred Robert Luddy [SEAL]
Fred Robert Luddy

[SEAL]

Thelma M. Luddy [SEAL]
Thelma M. Luddy

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1148 246

I HEREBY CERTIFY, That on this **30th** day of **August**, 19 **57**, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **City of Baltimore** aforesaid, personally appeared **Fred Robert Luddy and Thelma M. Luddy, his wife,** the above named Mortgagors, and **they** acknowledged the foregoing mortgage to be **their respective** act.

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

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

Joel R. Holland
JOHN R. HOLLAND, JR. *Notary Public.*

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

Rec'd for record Sept. 4, 1957 at 1:25 P.M.
Mailed to The Colonial Title Guarantee Co.

Application No. 45465
Written by GSP
Approved by
Ready for Record
Examiner

STATE OF MARYLAND

Mortgage & CHATTELS

FROM

FRED ROBERT LUDDY and THELMA M. LUDDY, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 SEP -4 PM 1:25
& RECORDED IN LIBER GT
NO. 1148 FOLIO 244
GEO. F. ROLF

Received for Record this day of o'clock M. Same day recorded in Liber No. Folio of the Land Records of and examined per &c.,

Cost of Record, $ 15.00, Clerk.

COLONIAL TITLE GUARANTEE COMPANY
FEDERAL BUILDING
AND ST. PAUL STREETS
BALTIMORE 2, MARYLAND

1547

LIBER 126 PAGE 527

MILITARY AFFIDAVIT

Docket folio
Equity No. 13,835

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of June, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Fred Robert Luddy and Thelma M. Luddy, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they have not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED
1960 JUN 15 AM 9:35

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

FRED ROBERT LUDDY AND

THELMA M. LUDDY, HIS WIFE

IN THE

LIBER 126 PAGE 528

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 12,835

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Fred Robert Luddy and Thelma M. Luddy, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **30th** day of **August** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1148** Folio **242** .

Amount of Mortgage	**$14,800.00**
Less - amount paid on principal	**445.87**
	14,354.13
Plus - interest to 7/13/60	**669.23**
	15,023.36
Plus - overdraft in expense account	**123.54**
	15,146.90

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **14th** day of **June** in the year nineteen hundred and **sixty** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link Notary Public

FILED

1960 JUN 15 AM 9:35

7

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Build'
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Fred Robert Luddy and Thelma M. Luddy, his wife to Baltimore Federal Savings and Loan Association, dated August 30th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148 folio 242 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., July 19th, 1960 at three P.M. (E.D.T.)

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

Being known as Lot No. 9, Block F, as laid down and shown on a Plat entitled "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, as prepared by James D. Hicks and Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 37—located at the northeast corner of Dupont and Belle of Georgia Avenues.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a modern frame bungalow containing 5 rooms (3 bedrooms) 1 bath and utility room, built in garage, forced warm air gas 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 and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.,
Auctioneer

Jy-14

OFFICE

LIBER 126 PAGE 529

Maryland Gazette

Published by 13,835 Eq.

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1960

We hereby certify, that the annexed

Attorney's Sale

Fred Robert Luddy

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 July, 1960. The first insertion being made the 23rd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL 15 PM 1:42

By J. Tilghman

Attorney's Bond.

1-369

LIBER 126 PAGE 530

314920

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

LIBER 10 PAGE 312

60 JOHN STREET
NEW YORK, N. Y.

Equity No 13,825

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 FIFTEEN THOUSAND, TWO HUNDRED AND 00/100 ($15,200.00) - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 14th - day of July - - - - - in the year nineteen hundred and sixty

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Fred Robert Luddy and Thelma M. Luddy his wife to the Baltimore Federal Savings & Loan Association -

bearing date the 30th day of August nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1148, Folio 242, 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.

Lot 9 Block "F" Blossom Hills - Anne Arundel Co.Md.

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

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

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

FILED
1960 JUL 16 AM 10:42

Bond approved this 16th day of July 1960
George T. Cromwell, Clerk

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRED ROBERT LUDDY AND THELMA M. LUDDY, HIS WIFE	:	(In Equity)

No.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 30th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148 folio 242 from said Fred Robert Luddy and Thelma M. Luddy, 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 19th day of July, 1960 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

known and designated as Lot No. 9, Block F, as laid down on a Plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, as prepared by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 37, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 JUL 23 AM 9:41

10

LIBER 126 PAGE 532

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Fred Robert Luddy and Thelma M. Luddy, his wife to Baltimore Federal Savings and Loan Association, dated August 30th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148 folio 242 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., July 19th, 1960 at three P.M. (E.D.T.)

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

Being known as Lot No. 9, Block F, as laid down and shown on a Plat entitled "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, as prepared by James D. Hicks and Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 37—located at the northeast corner of Dupont and Belle or Georgia Avenues.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property.

The improvements consist of a modern frame bungalow containing 5 rooms (3 bedrooms) 1 bath and utility room, built in garage, forced warm air gas 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 and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.,
Auctioneer

Jy-14

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirteen Thousand nine Hundred ($13,900.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **21st** day of **May, 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 CITY

Clara M. Link
Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

versus

FRED ROBERT LUDDY AND
THELMA M. LUDDY, HIS WIFE

IN THE LIBER 126 PAGE 533

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,835 Equity

Ordered, this 23rd day of July, 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 29th 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 29th day of AUGUST next.

The report states that the amount of sale was $ 13,900.00

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

versus

FRED ROBERT LUDDY AND
THELMA M. LUDDY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of August, 1960, that the sale made and reported by the ATTORNEY aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ATTORNEY allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson
JUDGE.

FILED
1960 AUG 31 PM 12:31

12

LIBER 126 PAGE 534

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISIN

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,835 Equity
WALTER S. CALWELL, Attorney named in mortgage
VERSUS
FRED ROBERT LUDDY and THELMA M. LUDDY, his wife

Ordered, this 23rd day of July, 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 29th 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 29th day of August next.

The report states that the amount of sale was $13,900.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 18, 1960

We hereby certify, that the annexed

Order Nisi - Sale - Eq 13,835

Fred Robert Luddy

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 August, 1960. The first insertion being made the 28th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16226 1960 AUG 18 PM 1:29 By Marie Tate

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Fred Robert Luddy
and
Thelma M. Luddy, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,835 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. Eckling
Auditor.

September 28, 1960

FILED

1960 OCT -3 AM 11:36

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Fred Robert in ac.
Luddy and Thelma M. Luddy, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	450	06	500	06
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	60	80		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	7	70		
One-half State documentary stamps	15	40		
Clara M. Link - notary fees	1	25	213	67
To Baltimore Federal Savings & Loan Ass'n mortgagee - this balance on account mortgage claim	13,326	85	13,326	85
			14,096	58
Amount of mortgage claim filed	15,146	90		
Interest @ 4½% on principal balance of $14,354.13 from 7/13/60 to 11/4/60 - 114 days	204	46		
	15,351	36		
Cr. Amount allowed above	13,326	85		
Balance subject to decree in personam	2,024	51		

15

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

1960						
July	19	Proceeds of Sale	13,900	00		
		Interest on deferred payment to 8/31/60	102	14	14,002	14
		Refund 1960 State and County taxes ($208.55) - 5 months 12 days	94	44	94	44
					14,096	58

ORDER NISI

LIBER 126 PAGE 538

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Fred Robert Luddy

and

Thelma M. Luddy, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,835 Equity.

1960 OCT -3 AM 11:36

ORDERED, This 3rd day of October, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of November, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

1960 NOV -9 PM 2:10

O. Bowie Duckett

19

LIBER 126 PAGE 539

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,835 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
FRED ROBERT LUDDY and THELMA M. LUDDY, his wife

Ordered, this 3rd day of October, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of November next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,835 Auditor Account Fred Robert Luddy was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of November, 1960. The first insertion being made the 6th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1960 NOV By H. Filghman

No. M. G. 17441

18

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
VERNON J. JUBB and	:	ANNE ARUNDEL COUNTY
HELGA E. JUBB, his wife	:	Equity No. 13,836

: : : : : : :

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

1960 JUN 15 PM 12:02

11989

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

LIBER 915 PAGE 550

MARYLAND

PETITIONER'S EXHIBIT "A"

MORTGAGE

Eq 13836

This Mortgage, made this 5th day of April, A. D. 19 55, by and between VERNON J. JUBB and HELGA E. JUBB, his wife, - - - - - - - - -

of Anne Arundel County - - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a, body corporate duly incorporated -
~~a corporation organized and existing under the laws of the~~
hereinafter called the Mortgagee.

Whereas, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-NINE HUNDRED - - - - - - - - - - - - - - - - - - -Dollars ($ 9900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION , in Baltimore City, State of - - - Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY-TWO DOLLARS AND SIXTY-FOUR CENTS ~~Dollars~~ ($ 62.64), commencing on the first day of May , 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April , 1975. 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. 2, on Plat of Will-O-Brook Section 2, dated January, 1954, by Thomas W. Shives, Registered Surveyor recorded among the Land Records of Anne Arundel County on February 25, 1954, in Cabinet 4, Rod G-7, Plat 14. Said lot being situate on the northwest side of Brookfield Road.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by ROWILL TITLE HOLDING CORPORATION to VERNON J. JUBB and HELGA E. JUBB, his wife, the within Mortgagors.

FILED

1960 JUN 15 PM 12:02

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

10—40800-7

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

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

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 $84.00 payable half-yearly on the 5th days of April and October in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness: Samuel J. Oddo — SAMUEL J. ODDO

Vernon J. Jubb (SEAL) — VERNON J. JUBB

Helga E. Jubb (SEAL) — HELGA E. JUBB

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 5th day of April, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared VERNON J. JUBB and HELGA E. JUBB, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared STANLEY L. HOLMES, 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.

SAMUEL J. ODDO NOTARY PUBLIC BALTIMORE

My commission expires May 2nd, 1955.

Samuel J. Oddo — SAMUEL J. ODDO, Notary Public.

Recorded- 7th April, 1955, at 11:25 A.M.

FILE NO. 27636

WRITTEN BY

FORM APPROVED

READY FOR RECORD

STATE OF MARYLAND

Mortgage

FROM

VERNON J. JUBB and

HELGA E. JUBB, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 7 day of April 1955 at 11:25 o'clock A. M.
Same day recorded in Liber 915 No. 553 Folio 553 &c., one of the Land Records of A. A. Co.

and examined per JOHN H. HOPKINS, Jr. Clerk.

Cost of Record, $ 9.10

Charles

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

LIBER 126 PAGE 545

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
VERNON J. JUBB and	:	ANNE ARUNDEL COUNTY
HELGA E. JUBB, his wife	:	Equity No. 13,836

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

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Vernon J. Jubb and Helga E. Jubb, his wife, to Fraternity Federal Savings and Loan Association dated April 5, 1955 and recorded among the Land Records of Anne Arundel County, in LiberJHH No. 915, folio 550.

Vernon J. Jubb & wife
Lot 2 Brookfield Road
Anne Arundel County, Maryland

June 8, 1960

Original amount of Loan	$9900.00
Interest	2124.99
Ground Rent	420.00
Taxes	446.50
Fire Insurance	144.84
	$13036.33
Less Payments	4461.23
Balance	$ 8575.10

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 14 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 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 E. Moore
Notary Public

FILED

1960 JUN 15 PM 12:02

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
VERNON J. JUBB and	:	ANNE ARUNDEL COUNTY
HELGA E. JUBB, his wife	:	No. 13,836 Equity

: : : : : : :

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

On this 1st day of July 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 matter, who being duly sworn according to law, deposed and said:

That Vernon J. Jubb and Helga E. Jubb, 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 Vernon J. Jubb and Helga E. Jubb, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Herbert C. Moore, Notary Public

FILED

1960 JUL 29 PM 3:11

LIBER 126 PAGE 547

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 10 PAGE 319

No. 13,836 Equity

KNOW ALL MEN BY THESE PRESENTS:

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

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 ($9,000.00) - - Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of July in the year of our Lord 1960

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from Vernon J. Jubb and Helga E. Jubb, his wife

to Fraternity Federal Savings & Loan Association

bearing date the 5th day of April, 1955 and recorded among the mortgage records of Anne Arundel County

in Liber J.H.H. No. 915 Folio 550 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)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

M. Stafford As to Surety

By Joseph C. McHugh, Attorney-in-Fact

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

FILED

1960 JUL 29 PM 3:11

Bond approved this 29 day of July, 1960

George T. Cromwell, Clerk

WINSON G. GOTT, JR., Attorney
Lee Bldg.
Annapolis, M

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

**ON BROOKFIELD ROAD
WILL-O-BROOK, 3RD
ELECTION DISTRICT**

Under and by virtue of a power of sale contained in a Mortgage from Vernon J Jubb and Helga E., his wife, to Fraternity Federal Savings and Loan Association, dated April 5, 1955, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 915, folio 550, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

**SATURDAY,
JULY 30, 1960
at 11:00 A.M.**

That lot known and designated as Lot No. 2, on Plat of Will-O-Brook Section 2, dated January, 1954, by Thomas W. Shives, Registered Surveyor, recorded among the Land Records of Anne Arundel County on February 25, 1954, in Cabinet 4, Rod G-7, Plat 14. Said lot being situate on the northwest side of Brookfield Road. Being the same property which by Deed of Assignment dated April 5, 1955 and recorded among the aforesaid Land Records in Liber JHH No. 915, folio 548, was conveyed to said Mortgagors by Rowill Title Holding Corporation.

Subject to an annual ground rent of $84; subject, also, to the legal operation and effect of pole agreements of record and restrictions of record, if any.

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.

No.

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

Jy-23

OFF : OF LIBER 126 PAGE 548

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1960

We hereby certify, that the annexed

Attorney's Sale

Vernon J. Jubb
Eq. No. 13,836

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of July, 1960. The first insertion being made the 7th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG -1 PM 3:54

By H. Tilghman

9

LIBER 126 PAGE 549

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - Auctioneer

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

Eq. 13536

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

ON BROOKFIELD ROAD, WILL-O-BROOK, 3rd ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Vernon J. Jubb and Helga E., his wife, to Fraternity Federal Savings and Loan Association, dated April 5, 1955, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 915, folio 550, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, July 30, 1960

at 11:00 A.M.

That lot known and designated as Lot No. 2, on Plat of Will-O-Brook Section 2, dated January, 1954, by Thomas W. Shives, Registered Surveyor, recorded among the Land Records of Anne Arundel County on February 25, 1954, in Cabinet 4, Rod G-7, Plat 14. Said lot being situate on the northwest side of Brookfield Road. Being the same property which by Deed of Assignment dated April 5, 1955 and recorded among the aforesaid Land Records in Liber JHH No. 915, folio 548, was conveyed to said Mortgagors by Rowill Title Holding Corporation.

Subject to an annual ground rent of $84; subject, also, to the legal operation and effect of pole agreements of record and restrictions of record, if any.

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
113 E. Baltimore Street
Baltimore 2, Maryland

FILED

1960 AUG -2 PM 2:42

I hereby certify that I have this 30th day of July, 1960, sold the within described property to Fraternity Federal Savings and Loan Association - - - - - - - at and for the sum of Eight Thousand Dollars ($8,000.00) - - - - - - - - - it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association - has on this 30th day of July, 1960, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand Dollars ($8,000.00) - - - - - - - - - - - and it hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS & LOAN ASSOCIATION

By

FILED
1960 AUG -2 PM 2:42

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
VERNON J. JUBB and	:	ANNE ARUNDEL COUNTY
HELGA E. JUBB, his wife	:	

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

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of leasehold property known as Lot 2 Brookfield Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette , a newspaper publiched in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice of Saturday, July 30, 1960 at 11:00 A.M. at the Court House Door, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid for the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this report, unto Fraternity Federal Savings and Loan Association, at and for the price of $8,000.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

I HEREBY CERTIFY that on this 2nd day of August 1960 before me, the 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 that the facts 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 A. Moore
Notary Public

FILED

1960 AUG -2 PM 2:42

ORDER NISI

LIBER 126 PAGE 552

William C. Rogers, Attorney
Named in Mortgage

versus

Vernon J. Jubb and
Helga E. Jubb, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,836 Equity

Ordered, this 2nd day of August, 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 13th 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 13th day of September next.

The report states that the amount of sale was $ 8,000.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 AUG - 2 PM 2:42

TEST: Clerk.

(Final Order)

William C. Rogers, Attorney
Named in Mortgage

versus

Vernon J. Jubb and
Helga E. Jubb, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of September, 19 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 SEP 15 AM 9:49

13

LIBER 126 PAGE 553

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,836 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
VERNON J. JUBB and HELGA E. JUBB, his wife

Ordered, this 2nd day of August, 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 13th 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 13th day of September next.

The report states that the amount of sale was $8,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
S-1

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 1, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,836 Vernon J. Jubb

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 September, 1960. The first insertion being made the 11th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16436 1960 SEP -2 PM 1:46 By H. Tilghman

14

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Vernon J. Jubb
and
Helga E. Jubb, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,836 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. Jickling
Auditor.

September 26, 1960

FILED

1960 OCT -4 AM 11:47

Dr. William C. Rogers, Attorney named in Mortgage vs. Vernon J. Jubb and Helga E. Jubb, his wife — in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	271	88	371	88
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		
Speer Publications, Inc. - handbills	13	18		
Fidelity & Deposit Co. of Md.-bond premium	18	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Herbert C. Moore - notary fees	1	50	170	88
To Attorney for Taxes, viz: 1960 State and County Taxes adjusted - 7 months	69	49	69	49
To Attorney for Ground Rent, viz: Ground Rent due 10/5/60 ($42.00) - 3 months 25 days	26	83	26	83
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,371	92	7,371	92
			8,062	50
Amount of mortgage claim filed	8,575	10		
Interest at 4½% on principal balance of $8,575.10 from 6/30/60 to 10/30/60 - 4 months	128	63		
	8,703	73		
Cr. Amount allowed above	7,371	92		
Balance subject to decree in personam	1,331	81		

16

with

William C. Rogers, Attorney named in Mortgage

Cr.

1960						
June	30	Proceeds of Sale	8,000	00		
		Interest on deferred payment of $7,500.00 - 1 month 20 days	62	50	8,062	50
					8,062	50

LIBER 126 PAGE 557

ORDER NISI

William C. Rogers,

Attorney named in Mortgage

VERSUS

Vernon J. Jubb

and

Helga E. Jubb, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,836 Equity

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

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of ~~October~~ November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of ~~October~~ November next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of November, 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 NOV -9 PM 12:29

D. Bowie Duckett

18

1960 OCT -4 AM 11:47

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISI

LIBER 126 PAGE 558

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 19 6.

We hereby certify, that the annexed

Order Nisi Eq. 13,836

Auditor Account

Vernon J. Jubb

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of November, 1960. The first insertion being made the 6th day of October, 19 60.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

No. M. G. 17446

FILED
1960 NOV -4 PM 1:54

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,836 Equity
WILLIAM C. ROGERS,
Attorney Named in Mortgage
versus
VERNON J. JUBB and
HELGA E. JUBB, his wife

Ordered, this 4th day of October, 1960. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of November next.

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

o-20

LIBER 126 PAGE 559

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CARL E. WILLIAMSON AND LOIS JEAN WILLIAMSON, HIS WIFE	:	(In Equity)

13,852
Equity

Mr. Clerk:

Please docket the above entitled case and file among the the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from Carl E. Williamson and Lois Jean Williamson, his wife to Baltimore Federal Savings and Loan Association, dated September 8th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1330 folio 325.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED
1960 JUN 28 AM 9:33

LIBER 126 PAGE 560
BOOK 1330 PAGE 325

13,852
Equity

FHA Form No. 2127-H
(Revised July 1954)

MORTGAGE

THIS MORTGAGE, Made this 8th day of September, A. D. 19 59, by and between CARL E. WILLIAMSON AND LOIS JEAN WILLIAMSON, 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 ~~State of~~ United States of America, 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 TEN THOUSAND ONE HUNDRED AND 00/100ths Dollars ($10,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼%) per annum on the unpaid principal until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of FIFTY-FIVE AND 85/100ths Dollars ($ 55.85), commencing on the first day of October, 19 59, 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 September, 19 89. 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—55500-0

BEING known and designated as Lot No. 2, Block M, as designated and shown on Plat 1, Country Club Manor, dated May, 1958 by John W. Boutwell, Jr., Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as 1229 Kenwood Road.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Bedford Holding Company unto the within named Mortgagors.

Air Conditioner, Built In Range, Oven and Cabinet, Shutters, Screens, Sump Pump

Alum. Comb. Storm and Screen Doors

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of otherlanguage describing in general terms other property intended to be covered hereby.

Plaintiff's Exhibit "A"

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1980 JUN 26 AM 9:33

*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, 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 Fifty ($150.00) Dollars, payable half-yearly on the 16th days of January and July 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 ($1/12$) 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 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Walter S. Calwell, 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 and 00/100ths 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:
Maurice F. Mackey Jr.

Carl E. Williamson [SEAL]
Carl E. Williamson

[SEAL]

[SEAL]
Lois Jean Williamson

Lois Jean Williamson [SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1330 PAGE 329

I HEREBY CERTIFY, That on this the 8th day of September, 1959, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Carl E. Williamson and Lois Jean Williamson, 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 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 WITNESS WHEREOF, I hereunto set my hand and official seal.

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

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

My commission expires:

Application No. 51885
Written by
Approved by Examined
Recd. for Record

1100

Rec'd for record Sept 11, 1959 at 3:02 P.M.
Mailed to The Colonial Title Guarantee Co

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, Section 221 and Section 809 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE AND CHATTELS

CAP F. WILLIAMSON AND LOIS JEAN WILLIAMSON, his wife TO BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record , 19 , at o'clock M. Same day recorded in Liber No. Folio , etc., one of the Records of and examined per , Clerk.

Cost of Records, $

452-4116

REC'D FOR RECORD SEP 11 PM 3:02 THE COLONIAL TITLE GUARANTEE COMPANY BALTIMORE CITY CLERK'S OFFICE 1330 BALTIMORE 2, MARYLAND

No. Issued under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

Dated as amended

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.

U. S. GOVERNMENT PRINTING OFFICE: 1959—O-585600-1

1100

LIBER 126 PAGE 564 13, 852 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of June 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Carl E. Williamson and Lois Jean Williamson, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1960 JUN 28 AM 9:33

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

CARL E. WILLIAMSON AND

LOIS JEAN WILLIAMSON, HIS WIFE

LIBER 126 PAGE 565

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

13,852
Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Carl E.Williamson and Lois Jean Williamson, his wife

to Baltimore Federal Savings and Loan Association

dated the 8th day of September 1959, and recorded among the

Land Records of Anne Arundel County in Liber G.T.C. No. 1330

Folio 325 .

Amount of Mortgage	$10,100.00
Less - amount paid on principal	46.95
	10,053.05
Plus - interest to 7/14/60	284.46
	10,337.51
Less - balance in expense account	1.20
	10,336.31

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 23rd day of June in the year nineteen hundred and sixty before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

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

WITNESS my hand and Notarial seal.

Clara M. Link
Notary Public

FILED
1960 JUN 28 AM 9:33

CLARA M. LINK NOTARY PUBLIC BALTIMORE

CALLAHAN and CALWELL
Solicitors
Baltimore Federa' lding
Baltimore 2,

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Carl E. Williamson and Lois Jean Williamson, his wife to Baltimore Federal Savings and Loan Association, dated September 8th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1330 folio 325 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Aug. 4th, 1960 at 3:30 P.M. (E.D.S.T.)

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Manor, near Furnace Branch and Marley Creek, and described as follows:

Being know, and designated as Lot No. 2, Block M, as designated and shown on Plat 1, Country Club Manor, dated May, 1958 by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53; the improvements whereon are known as No. 1229 Kenwood Road.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining. Subject to an annual ground rent of $120.00 and to any restrictive covenants, and— or Utility Agreements, of record, affecting the property.

The improvements consist of a frame, 1 story, 1 family dwelling, containing 7 rooms, 1 bath, forced hot air, gas 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 and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer Jy-28

No. 8

OFF : OLIBER 126 PAGE 566

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1960

We hereby certify, that the annexed

Attorney's Sale

Carl E. Williamson

Equity No. 13,852

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of August, 1960. The first insertion being made the 7th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG -1 PM 3:24

By Tilghman

~~xxxxxxxxxx~~ Attorney's Bond.

1-369

LIBER 126 PAGE 567

315224

NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 324

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 13,852

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND, FOUR HUNDRED AND 00/100 ($10,400.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 1st - day of August - - - - - - in the year nineteen hundred and sixty

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Carl L. Williamson and Lois Jean Williamson his wife to the Baltimore Federal Savings & Loan Association bearing date the 8th day of September nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1330, Folio 325, and

1229 Kenwood Road Anne Arundel County-Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell es do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~Attest~~ As to Surety:

M. S. Kraus

M. S. Kraus

FILED

1960 AUG -4 AM 10:54

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Bond approved this 4th day of August 19 60

George T. Cromwell Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CARL E. WILLIAMSON AND LOIS JEAN WILLIAMSON, HIS WIFE	:	(In Equity)
		Equity No 13,852

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 8th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1330 folio 325 from said Carl E. Williamson and Lois Jean Williamson, 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 4th day of August, ~~xxx~~ 1960 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known as Lot No. 2, Block M, as designated and shown on Plat 1, Country Club Manor, dated May, 1958 by John W. Boutwell, Jr., Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53, the improvements whereon are known as No. 1229 Kenwood Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 AUG 11 AM 11:22

10

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 Carl E. Williamson and Lois Jean Williamson, his wife to Baltimore Federal Savings and Loan Association, dated September 8th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1330 folio 325 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Aug. 4th, 1960 at 3:30 P.M. (E.D.S.T.)

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Manor, near Furnace Branch and Marley Creek, and described as follows:

Being know and designated as Lot No. 2, Block M, as designated and shown on Plat 1, Country Club Manor, dated May, 1958 by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53; the improvements whereon are known as No. 1229 Kenwood Road.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining. Subject to an annual ground rent of $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame, 1 story, 1 family dwelling, containing 7 rooms, 1 bath, forced hot air, gas 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 and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

Jy-28

LIBER 126 PAGE 569

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 Ten Thousand ($10,000.00) Dollars, subject to the payment of an annual ground rent of $150.00, 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 5th day of August, 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

ORDER NISI

LIBER 126 PAGE 570

Walter S. Calwell,
Attorney Named in Mortgage

versus

Carl E. Williamson and
Lois Jean Williamson, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,852 Equity

Ordered, this 11th day of August, 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 19th 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 19th day of September next.

The report states that the amount of sale was $ 10,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

FILED
1960 Aug 11 AM 11:22

(Final Order)

Walter S. Calwell
Attorney Named in Mortgage

versus

Carl E. Williamson and
Lois Jean Williamson, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of September, 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. Brooke Duckett
JUDGE.

FILED
1960 SEP 20 PM 2:50

12

LIBER 126 PAGE 571

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,852

Carl E. Williamson

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 September, 1960. The first insertion being made the 18th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16619 1960 SEP -9 PM 12:41 By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,852 Equity
WALTER S. CALWELL, Attorney Named in Mortgage

vs

CARL E. WILLIAMSON and LOIS JEAN WILLIAMSON, his wife

Ordered, this 11th day of August, 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 19th 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 19th day of September next.

The report states that the amount of sale was $10,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST
GEORGE T. CROMWELL, Clerk
s-8

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Carl E. Williamson
and
Lois Jean Williamson, his wife

In the
Circuit Court
For
Anne Arundel County

No. 13,852 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura N. Eckling
Auditor.

October 5, 1960

FILED
1960 OCT 10 AM 9:41

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Carl E. Williamson and Lois Jean Williamson, his wife

			in ac.	
To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	332	45	407	45
To Attorney for Court Costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	41	60		
E.T. Newell & Co., Inc.-auctioneer's fee	25	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Clara M. Link - notary fees	1	50	174	60
To Attorney for Ground Rent, viz:				
Ground rent of $75.00 due 1/16/61 - 19 days	7	98	7	98
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,509	44	9,509	44
			10,155	47
Amount of mortgage claim filed	10,336	31		
Interest on principal balance @ 5½% ($10,153.05) from 7/14/60 to 11/14/60-4 months	175	93		
	10,512	24		
Cr. Amount allowed above	9,509	44		
Balance subject to decree in personam	1,002	80		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1960						
Aug.	4	Proceeds of Sale	10,000	00		
		Interest on deferred payment to 9/21/60	81	83	10,081	83
		Refund 1960 State and County taxes ($178.97) - 4 months 27 days	73	64	73	64
					10,155	47

1960 OCT 10 PM 1:03

FILED

ORDER NISI LIBER 126 PAGE 575

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Carl E. Williamson
and
Lois Jean Williamson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,852 Equity.

ORDERED, This 10th day of October, 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 14th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of November, 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.

O. Bowie Duckett

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 576

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,852
Auditor Account
Carl E. Williamson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of November, 1960. The first insertion being made the 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1960 NOV -4 PM 1:54

By H. Tilghman

No. M. G. 17533

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No 13852, Equity
Walter S. Calwell,
Attorney Named In Mortgage
VERSUS
CARL E. WILLIAMSON and LOIS JEAN WILLIAMSON, his wife

Ordered, this 10th day of October, 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 14th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of November next.

GEORGE T. CROMWELL, Clerk

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

Frankie Wilson, Assignee for purpose of foreclosure VS Heinz B. Sigrist and Mary Christine Sigrist, His Wife, 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O., Md.	IN THE LIBER 126 PAGE 577 CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,794

Mr. Clerk:

Kindly docket suit in the above-entitled cause and file the Installment Contract marked "Complainant's Exhibit A" in said proceedings, default having taken place in said Installment Contract.

Frankie Wilson

Frankie Wilson, Assignee for
Purpose of Foreclosure,
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Md.

FILED

1960 MAY 17 AM 9:10

Standard Land Installment Contract

Equity 13,784

Approved by Real Estate Board of Baltimore

This Agreement of Sale, made this 22nd day of October, 1956, between York Brothers, Inc., a body corporate of State of Maryland, xxxxxxxxxx

and whose post-office address is 213 Laurel Road, Linthicum Heights, Maryland, Seller, and Heinz B. Sigrist and Mary Christine Sigrist, his wife,

who resides at 3034 Barclay St., Baltimore - 18 - Md. and whose post-office address is same, Buyers:

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in 5th election District Anne Arundel County, State of Maryland:

Lot 10, Block D, as shown on plat of Fernglen Manor, as filed among the plat records of Anne Arundel County, improved by a one story frame dwelling, subject to an annual ground rent of $90.00, and known as premises No. 4 Gilmore Street, Fernglen, Glen Burnie P.O., Md.

at and for the cash price of Eleven Thousand Two Hundred Fifty $ 11,250.00

Fees and other charges, if any $ --

Insurance, covering loss by fire, $11,250.00

in the amount of $ 11,250.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires 3 years from date 84.37

Total Purchase Price $ 11, 334.37

Paid on account by Buyer $ 1,250.00

Principal balance owed by Buyer $ 10, 084.37

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) Lasting Homes, Inc., 25 Balto-Annap.Blvd.,N.W.,Glen Burnie,Md.

in consecutive (monthly) ~~xxxxxx~~ installments of $ 85.00 each, which shall severally become due and payable on the 1st day of each and every (month) ~~xxxxx~~ beginning with the first installment due on the 1st day of November, 1956.

Interest at 6 % per annum on present unpaid balance of purchase price $ 10,084.37

Annual Ground Rent (if any) $ 90.00

Present Annual Taxes estimated $ 100.00

Estimated Annual Water ~~xxxx~~ benefit charges $ 26.25

Insurance Premiums $ 28.16

Other Public Charges, as follows: $ --

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

FILED 1960 MAY 17 AM 9:10

FILED 1957 NOV 12 AM 9:21

Complainants' Exhibit "A"

ie,

OMF

LIBER 126 PAGE 579

Glen Burnie, Maryland, October 16, 1956

II/

FOR VALUE RECEIVED, York Brothers, Inc., hereby assign the within contract unto Lasting Homes, Inc.

WITNESS the corporate seal of said body corporate, together with the signature of Paul O. York, its President.

YORK BROTHERS, INC.,

By Paul O. York

Paul O. York, President

Witness:

Assented to by the contract purchasers:

Heinz B. Sigrist (SEAL)

Heinz B. Sigrist

Mary Christine Sigrist (Seal)

Mary Christine Sigrist

[illegible] during the life of this contract, upon thirty days [illegible] notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of.....6..... per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises. Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

9. That payments will be made between the 1st and 10th days of each and every month, and in the event BUYERS do not make payment by the 10th day of the month in which it is due, there will be a penalty of 4% of the monthly installment. And said penalty must be paid in cash on, or before, the following monthly installment date, or this contract becomes in default, subject to the terms as set forth herein.

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

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of this contract, at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: 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 property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

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

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

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Walton D. Wilson (Witness) — YORK BROTHERS, INC., (SEAL)
By Paul O. York (Seller's Signature) President (SEAL)

Date signed by Seller October 1, 1956

Walton D. Wilson (Witness) — Heinz B. Sigrist (Buyer's Signature) (SEAL)

Walton D. Wilson (Witness) — Mary Christine Sigrist (Buyer's Signature) (SEAL)

Date signed by Buyer October 2, 1956

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

2 day of October 1956

WITNESS Walton D. Wilson — Heinz B. Sigrist, Buyer

Mary Christine Sigrist, Buyer

4

#2

Glen Burnie, Maryland-May 16, 1960 xxxxx

FOR VALUE RECEIVED, LASTING HOMES, INC. HEREBY ASSIGNS THE WITHIN INSTALLMENT CONTRACT UNTO FRANKIE WILSON, FOR PURPOSE OF FORECLOSURE.

WITNESS:

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel

LASTING HOMES, INC.

BY: Walton D. Wilson

Walton D. Wilson, President

Add on Equity 13,794

Frankie Wilsor Assignee for Purpose of Foreclosure, VS Heinz B. Sigrist and Mary Christine Sigrist, His Wife, 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O., Md.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,794

LIBER 126 PAGE 582

PETITION FOR SALE OF PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Assignee respectfully shows:

1. That on the 22nd day of October, 1956, the Defendants, as Buyers, entered into a Land Installment Contract with York Brothers, Inc., as Sellers, of certain property in Anne Arundel County, therein described, wherein the Buyers assented to the passing of a Decree for the sale of said property to take place at any time after failure of the Buyers to make payments as provided in said Contract, all of which will appear by reference to said Land Installment Contract hereinbefore filed in this cause, which Contract was assigned by York Brothers, Inc. unto Lasting Homes, Inc.

2. That default in payments under the aforesaid Contract having occurred, notice thereof having been sent to the Defendants by Certified Mail #882716, as will appear by reference to the certificate previously filed.

WHEREFORE your Petitioner prays that a Decree may be passed for the sale of said property, in accordance with the terms of said Land Installment Contract.

AND, AS IN DUTY BOUND, etc.

LASTING HOMES, INC.

By: Frankie Wilson

Frankie Wilson, Assignee for Purpose of Foreclosure,
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Md.

FILED

1960 MAY 17 AM 9:10

6

Frankie Wilso Assignee for Purpose of Foreclosure, VS Heinz B. Sigrist and Mary Christine Sigrist, His Wife, 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O., Md.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,794

LIBER 126 PAGE 583

STATEMENT OF BALANCE CLAIMED ON INSTALLMENT CONTRACT

The amount of Installment Contract dated October 22, 1956 from Heinz B. Sigrist and Mary Christine Sigrist, His Wife, to York Brothers, Inc., duly assigned unto Lasting Homes, Inc., covering property known as Lot 10, Block D, as shown on Plat of Fernglen Manor, as filed among the Plat Records of Anne Arundel County, improved by a one-story frame dwelling, subject to an annual Ground Rent of $90.00, and known as premises No. 4 Gilmore Street, Fernglen, Glen Burnie P.O., Md. - $11,250.00

Paid on account of principal	1,485.55
Balance due on principal up to and including May 10, 1960 .	$ 9,764.45

LASTING HOMES, INC.

BY Walton D. Wilson
Walton D. Wilson, President

Frankie Wilson
Frankie Wilson, Assignee for Purpose of Foreclosure,
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of May, 1960, before me, the subscriber, a Notary Public in and for Anne Arundel County, personally appeared Walton D. Wilson, President of Lasting Homes, Inc., a body corporate in the State of Maryland, who made oath in due form of law that the facts and matters set forth above are true to the best of his knowledge and belief, for said body corporate.

AS WITNESS my hand and Notarial Seal.

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

FILED

1960 MAY 17 AM 9:10

7

LIBER 126 PAGE 584

AFFIDAVIT OF NON-MILITARY SERVICE

Equity No. 13,794

Frankie Wilson, Assignee
VS
Heinz B. Sigrist and
Mary Christine Sigrist, His Wife,

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

I hereby certify that, on this 16th day of May, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Frankie Wilson, Assignee for Purpose of Foreclosure

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant s
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Affiant knows of her personal knowledge that Heinz B. Sigrist is employed ~~are beyond the draft age limits~~ by Penn Fruit Company, Glen Burnie, Md.; and that Mary Christine Sigrist, his wife is a housewife.

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 16th day of May, 19 60.

VIVIAN D. SCHAUMLOEFFEL · Notarial Seal · NOTARY PUBLIC · Anne Arundel County, Md.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public.

My Commission will expire on:
May 1, 1961.

Filed,

FILED
1960 MAY 17 AM 9:11

Frankie Wilson, Assignee for Purpose of Foreclosure, VS Heinz B. Sigrist and Mary Christine Sigrist, His Wife, 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O., Md.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,794

LIBER 126 PAGE 585

CERTIFICATE UNDER SECTION 118-124, ARTICLE 21

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I hereby certify that, as the personal representative of the Assignee, I did the following, in compliance with the provisions of Section 118-124, of Article 21 of the Annotated Code of Maryland, 1951 Edition:

1. The Vendees, Heinz B. Sigrist and Mary Christine Sigrist, his wife, being in default under the terms of Land Installment Contract, dated October 22, 1956, I sent them a letter by Certified Mail, dated April 11, 1960, notifying them of the Assignee's intention to terminate. Certified return receipt of Glen Burnie Postoffice, No. 882716 is filed herewith.

2. The letter, original carbon copy of which is filed herewith, stated the amount then in default, and, in conformity with the statute, also showed that the contract would terminate on May 11, 1960, unless prior thereto the said vendees will have complied with the terms and conditions of the contract by paying all arrearages then due. The letter was dated April 11, 1960 and was mailed April 11, 1960.

Frankie Wilson

Frankie Wilson, Assignee for
Purpose of Foreclosure
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Md.

FILED
1960 MAY 17 AM 9:10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of May, 1960, before me, the subscriber, a Notary Public in and for Anne Arundel County, personally appeared Frankie Wilson, Assignee for Purpose of Foreclosure, who made oath in due form of law that the facts and matters set forth above are true to the best of her information, knowledge and belief. AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

TELEPHONES ~~GLEN BURNIE 1939 OR 2445~~ Southfield 6-4560

LASTING HOMES, INC.

25 BALTIMORE-ANNAPOLIS BOULEVARD, N. W.

GLEN BURNIE, MARYLAND

P. O. Box 247

April 11, 1960

Mr. Heinz B. Sigrist,
Mrs. Mary C. Sigrist,
4 Gilmore Street,
Fernglen,
Glen Burnie P.O., Md.

CERTIFIED NO. 882716

Dear Mr. and Mrs. Sigrist: Re: Account 2-23

You are in arrears on your Land Installment Contract, dated August 18, 1956, covering the purchase by you of Lot 10, Block D, Fernglen Manor, known as premises 4 Gilmore Street, which Contract has been assigned to this corporation, as follows:

Installment for the month of March, 1960	$91.00
Late Charge for March . . .	3.64
Deficit in Expense Account	41.73
Installment for month of April, 1960	95.00
Late Charge for April . . .	3.80
TOTAL . . .	$235.17

This is formal notice, that unless this account is brought up-to-date, IN FULL, together with any additional payment to become due in the interim, on, or before, 30 days from the date hereof, proceedings will be instituted in the Circuit Court for Anne Arundel County to terminate the contract and sell the property, in accordance with said Land Installment Contract terms.

Yours very truly,

LASTING HOMES, INC.

FILED

1960 MAY 17 AM 9:11

By:
Walton D. Wilson,
President

wdw-s

12

LIBER 126 PAGE 587

Frankie Wilson, Assignee for Purpose of Foreclosure,	IN THE CIRCUIT COURT
VS	FOR
Heinz B. Sigrist and Mary Christine Sigrist, His Wife, 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O., Md.	ANNE ARUNDEL COUNTY EQUITY NO. 13 79

DECREE

The Petition for sale and other proceedings in the above cause having been submitted, the proceedings therein were by the Court read and considered.

IT IS THEREUPON THIS 17th day of May 1960, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the property described in the Land Installment Contract in the proceedings mentioned, be sold; that said Land Installment Contract having been assigned to Frankie Wilson for the purpose of foreclosure, she is hereby appointed to make said sale, and that the course and manner of her proceedings shall be as follows:

She shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by herself 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 her by this Decree, or to be reposed in her by any future Decree or Order in the premises. She shall then proceed to make the said sale, having first given at least three weeks notice by advertisement inserted in such newspaper of general circulation in Anne Arundel County as she shall think proper, of the time, place and manner and terms of sale, which shall be a deposit of $500.00, at time of sale, the balance to be paid on ratification of sale, with interest at 6% per annum from day of sale, or all cash, at option of buyer; and as soon as may be convenient after such sale the said Assignee shall return to this Court a full and particular account of her proceedings relative to the sale, with affidavit

FILED
1960 MAY 17 AM 11:41

annexed of the truth thereof and of the fairness of said sale, and obtain the Court's ratification of the sale and the payment of the real purchase money (and not before) the said Frankie Wilson, Assignee, 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, a good, free and clear title, discharged from all claims of the parties hereto, Lasting Homes, Inc., Sellers, and Heinz B. Sigrist and Mary Christine Sigrist, His Wife, Buyers, and Frankie Wilson, Assignee, and those claiming by, from or under them. And the said Frankie Wilson, Assignee, shall bring into Court the money arising from said sale, to be distributed under the direction of this Court after deducting all expenses incident to said sale, including the cost of this suit, and such commission to the said Frankie Wilson, Assignee, as this Court shall think proper to allow, considering the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

JUDGE

12

Frankie Wilson, Attorney,
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland

LIBER 126 PAGE 589

ASSIGNEE'S SALE
Of Valuable Leasehold Property
No. 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O.,
Fifth District, Anne Arundel County, Maryland

By virtue of the powers vested in me under the provisions of Article 21, Section 123 and Article 66, Section 5 of the Code of Public General Laws of Maryland, 1941 Edition, suit having been docketed in the Circuit Court for Anne Arundel County, entitled "Frankie Wilson, Assignee for Purpose of Foreclosure vs Heinz B. Sigrist and Mary Christine Sigrist, His Wife, Equity No. 13,794 Docket 19 Folio 21 the undersigned assignee for purpose of foreclosure of a certain Land Installment Sales Agreement, dated October 22, 1956, will sell at Public Auction on the premises on

FRIDAY, JUNE 10, 1960

at 3:30 P.M., all that lot of ground and improvements thereon situate in the Fifth District, Anne Arundel County, Maryland, known as premises No. 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O., and described as follows:

Lot 10, Block D, as shown on Plat of Fernglen Manor, as filed among the Plat Records of Anne Arundel County, improved by a one-story frame dwelling, subject to an annual Ground Rent of $90.00, and known as premises No. 4 Gilmore Street, Fernglen, Glen Burnie P.O., Md.

Being one of the lots of ground which by Deed dated December 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1089, Folio 303, was conveyed by York Brothers, Inc. to Lasting Homes, Inc., subject to an annual Ground Rent of $90.00, and subject also to a mortgage from Lasting Homes, Inc. to Union Federal Savings and Loan Association, the amount and terms of which will be announced at the sale.

TERMS OF SALE: Cash deposit of $500.00 will be required at the time of sale. Balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County.

FILED
1960 MAY 17 AM 9:11

13

Interest to be paid on the unpaid purchase money from the day of sale to the date of settlement.

Taxes, Ground Rent, Water Rent, and all other charges to be adjusted to date of sale.

Frankie Wilson, Assignee for
Purpose of Foreclosure,
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland

ROBERT CAMPBELL,
Auctioneer.

EQUITY 13,794

Fidelity and Deposit Company

LIBER 126 PAGE 591

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 10 PAGE 259

KNOW ALL MEN BY THESE PRESENTS:

That we, Frankie Wilson, 25 Baltimore-Annapolis Boulevard, N. W., Glen Burnie, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, 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 May in the year of our Lord 1960.

Whereas, the above bounden Frankie Wilson

by virtue of the power contained in a mortgage from Heinz B. Sigrist and Mary Christine Sigrist, his wife

to Lasting Homes, Inc.

bearing date the day of and recorded among the mortgage records of

in Liber No. Folio and Frankie Wilson

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Frankie Wilson

do and shall well and truly and faithfully perform the trust reposed in 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 Frankie Wilson

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:

Miriam D. Schaumloeffel — Frankie Wilson (SEAL)
Frankie Wilson

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Anthony 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 MAY 24 AM 9:54

Read filed and approved this 24th day of May 1960
George T. Cromwell, Clerk

FRANKIE WILSON, Attorney, 25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryl.

Assignee's Sale

OF VALUABLE LEASEHOLD PROPERTY

No. 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O., Fifth District, Anne Arundel County, Maryland

By virtue of the powers vested in me under the provisions of Article 21, Section 123 and Article 66, Section 5 of the Code of Public General Laws of Maryland, 1941 Edition, suit having been docketed in the Circuit Court for Anne Arundel County, entitled "Frankie Wilson, Assignee for Purpose of Foreclosure vs. Heinz B. Sigrist and Mary Christine Sigrist, His Wife, Equity No. 13,794 Docket 19 Folio 21 the undersigned assignee for purpose of foreclosure of a certain Land Installment Sales Agreement, dated October 22, 1956, will sell at Public Auction on the premises on

Friday, June 10, 1960

at 3:30 P.M., all that lot of gorund and improvements thereon situate in the Fifth District, Anne Arundel County, Maryland, known as premises No. 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O., and described as follows:

Lot 10, Block D, as shown on Plat of Fernglen Manor, as filed among the Plat Records of Anne Arundel County, improved by a one-story frame dwelling, subject to an annual Ground Rent of $90.00, and known as premises No. 4 Gilmore Street, Fernglen, Glen Burnie P.O., Md.

Being one of the lots of ground which by Deed dated December 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1089, Folio 303, was conveyed by York Brothers, Inc. to Lasting Homes, Inc., subject to an annual Ground Rent of $90.00, and subject also to a mortgage from Lasting Homes, Inc. to Union Federal Savings and Loan Association, the amount and terms of which will be announced at the sale.

No. 1'3

TERMS OF SALE: Cash deposit of $500.00 will be required at the time of sale. Balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County.

Interest to be paid on the unpaid purchase money from the day of sale to the date of settlement.

Taxes, Ground Rent, Water Rent, and all other charges to be adjusted to date of sale.

FRANKIE WILSON,
Assignee for Purpose of Foreclosure,
25 Balto.-Annapolis Blvd., N.W., Glen Burnie, Maryland.
ROBERT H. CAMPBELL,
Auctioneer

Ju-9

OFFICE C.

LIBER 126 PAGE 592

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1960

We hereby certify, that the annexed Assignee's Sale Heinz B. Sigrist 13,794

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 June, 1960. The first insertion being made the 19th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighman

FILED

1960 JUN 10 PM 3:42

In the Matter of the Sale Frankie Wilson, Assignee for Purpose of Foreclosure, VS Heinz B. Sigrist and Mary Christine Sigrist, His Wife, 4 Gilmore Street, Fernglen Manor, Glen Burnie P.O., Md.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,794

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale by Frankie Wilson, Assignee, on Installment Contract dated October 22, 1956 from Heinz B. Sigrist and Mary Christine Sigrist, His Wife, to York Brothers, Inc., duly assigned unto Lasting Homes, Inc., which Installment Contract is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County for more than three weeks consecutively preceding the day of sale, Frankie Wilson, Assignee, under and by virtue of the power and authority contained in said Installment Contract (after default having occurred thereunder) did, pursuant to said notice, on the tenth day of June, 1960, at 3:30 P.M. attended on the premises and then and there sold the property described in said Installment Contract, which property is more particularly described as follows

ALL that lot of ground and improvements thereon situate in the Fifth District, Anne Arundel County, known as Lot 10, Block D, as shown on Plat of Fernglen Manor, as filed among the Plat Records of Anne Arundel County, improved by a one-story frame dwelling, subject to an annual Ground Rent of $90.00, and known as premises No. 4 Gilmore Street, Fernglen, Glen Burnie P.O., Md.

BEING one of the lots of ground which by Deed dated December 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1089, Folio 303, was conveyed by York Brothers, Inc.

FILED
1960 JUN 13 PM 2:07

to Lasting Homes, Inc., subject to an annual Ground Rent of $90.00, and subject also to a mortgage from Lasting Homes, Inc. to Union Federal Savings & Loan Association.

TERMS OF SALE: Deposit of five hundred dollars ($500.00) at time of sale and balance upon ratification by the Court, with interest at 6% from date of sale.

The said property was sold, as aforesaid, to Wm. B. Glenn, 603 Carboro S. Chapel Hill, N. C., at and for the sum of eleven thousand and one dollar ($11,001.00), the said purchaser being then and there the highest bidder, and that said sale was fairly made.

Frankie Wilson

Frankie Wilson, Assignee for Purpose of Foreclosure,
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Md. (P. O. Box 247)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Assignee, and made oath in due form of law that the matters and facts set forth in above Report of Sale are true to the best of her knowledge, information and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

18

25 Baltimore-A..apolis Boulevard, N.W., G..n Burnie, Maryland

EQUITY NO. 13,794

LIBER 126 PAGE 595

June 10, 1960.

PURCHASERS AGREEMENT

THAT I (We) Wm B Glenn

603 Carboro St Chapel Hill NC

Purchasers of Lot 10, Block D, as shown on Plat of Fernglen Manor, known as premises 4 Gilmore Street, Fernglen, Glen Burnie P.O., Md., and improvements (one story frame dwelling, subject to an annual Ground Rent of $90.00), Fifth Election District, Anne Arundel County, as described in Land Installment Contract dated October 22, 1956, and being one of the lots of ground in Deed dated December 27, 1956, and recorded among the Land Records of A. A. Co. in Liber GTC 1089, Folio 303, conveyed by York Brothers, Inc. to Lasting Homes, Inc., subject to an annual Ground Rent of $90.00, and subject also to a Mortgage from Lasting Homes, Inc. to Union Federal Savings & Loan Association, this 10th day of June, 1960, sold at Public Auction at the premises, at and for the sum of Eleven Thousand and one (11,001.00) Dollars, the sum of Five Hundred Dollars ($500.00) being paid in accordance with the terms of sale, and the purchaser to pay the remainder upon ratification by the Circuit Court for Anne Arundel County, with 6% interest from date of sale, and adjustment of taxes, and other expenses to date of sale, together with documentary stamps.

AS WITNESS our hands and seals, the day and year above written.

WITNESS:

Frankie Wilson

Frankie Wilson

_____ (SEAL)

_____ (SEAL)

Wm. B. Glenn

FILED

1960 JUN 13 PM 2:07

19

25 Baltimore-Annapolis Boulevard, N. W., Glen Burnie, Md.

EQUITY NO. 13,794

Mortgage Sale of Property (subject to an Annual Ground Rent of $90.00) of Heinz B. Sigrist and Mary Christine Sigrist, His Wife, Lot 10, Block D, as shown on Plat of Fernglen Manor, known as premises 4 Gilmore Street, Fernglen, Glen Burnie P.O., Md., Fifth Election District, Anne Arundel County, in the State of Maryland, on Friday - June 10, 1960, at 3:30 P.M.

I HEREBY CERTIFY That sale of Lot 10, Block D, as shown on Plat of Fernglen Manor, and improvements, known as 4 Gilmore Street, Fernglen, subject to an annual Ground Rent of $90.00, as described in Land Installment Contract dated October 22, 1956, and being one of the lots of ground in Deed dated December 27, 1956, recorded among the Land Records of A. A. Co. in Liber GTC 1089, Folio 303, has this 10th day of June, 1960, been sold by me at Public Auction to William B. Glenn - 603 Carboro S. Chapel Hill, N. C.

for the sum of Eleven thousand and one ($11,001.00) dollars, and that said sale was fairly made.

Robert H. Campbell, Auctioneer

FILED

1960 JUN 13 PM 2:07

20

ORDER NISI

LIBER 126 PAGE 597

In the Matter of the Sale
Frankie Wilson, Assignee for Purpose of Foreclosure
versus
Heinz B. Sigrist and
Mary Christine Sigrist, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 13,794 Equity

Ordered, this 13th day of June, 1960, That the sale of the Property in these proceedings mentioned made and reported by Frankie Wilson, Assignee

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.

The report states that the amount of sale was $ 11,001.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 JUN 13 PM 2:07

TEST: Clerk.

(Final Order)

In the Matter of the Sale
Frankie Wilson, Assignee for Purpose of Foreclosure
versus
Heinz B. Sigrist and
Mary Christine Sigrist, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of July, 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.

V Bowie Duckett
JUDGE.

FILED
1960 JUL 19 PM 12:58

LIBER 126 PAGE 598

OFF. OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,794 Equity
In the Matter of the Sale
Frankie Wilson, Assignee for Purpose of Foreclosure
versus
Heinz B. Sigrist and
Mary Christine Sigrist, his wife

Ordered this 13th day of June, 1960, That the sale of the Property in these proceedings mentioned made and reported by Frankie Wilson, Assignee 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.

The report states that the amount of sale was $11,001.00.

GEORGE T. CROMWELL, Clerk.
True Copy. TEST:
GEORGE T. CROMWELL, Clerk.
Jy-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7 1960

We hereby certify, that the annexed
Order Nisi Sale
Eq 13,794
Heinz B. Sigrist

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 July, 1960. The first insertion being made the 16th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -8 PM 12 50

By N. Tilghman

No. M. G. 15712

22

In the Case of

Frankie Wilson, Assignee
for Purpose of Foreclosure
vs.
Heinz B. Sigrist
and
Mary Christine Sigrist, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,794 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. Eckling
Auditor.

October 4, 1960

FILED
1960 OCT -6 PM 12:31

Dr. Frankie Wilson, Assignee for Purpose of Foreclosure vs. Heinz B. Sigrist and Mary Christine Sigrist, his wife in ac.

To Assignee for commissions, viz:	360	03	360	03
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	73	52		
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		
Robert H. Campbell - auctioneer's fee	25	00		
Vivian D. Schaumloeffel - notary fees	1	50	175	02
To Lasting Homes, Inc., Assignee of the Land Installment Contract filed in these proceedings - in full for balance due, viz:				
Amount of Claim filed	9,764	45		
Interest thereon @ 6% from 5/10/60 to 6/10/60 - 1 month	48	82	9,813	27
To Heinz B. Sigrist and Mary Christine Sigrist, his wife, vendees named in the Land Installment Contract above mentioned-				
this balance	734	79	734	79
			11,134	61

24

with

Cr.

Frankie Wilson, Assignee for Purpose of Foreclosure vs.
Heinz B. Sigrist and Mary Christine Sigrist, his wife

1960						
June	10	Proceeds of Sale	11,001	00	11,001	00
		Refund 1960 State and County taxes $188.48) - 6 months 20 days	104	48		
		Refund water and sewer benefit charge ($52.50) - 6 months 20 days	29	13	133	61
					11,134	61

ORDER NISI LIBER 126 PAGE 602

Frankie Wilson, Assignee
for Purpose of Foreclosure

VERSUS

Heinz B. Sigrist
and
Mary Christine Sigrist, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,794 Equity.

ORDERED, This 6th day of October, 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 14th day of November, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of November next.

George T. Cromwell

1960 OCT -6 PM 12:31

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of November, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D. Brian Duckett

26

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 126 PAGE 603

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,794 Equity
Frankie Wilson, Assignee
For Purpose of Foreclosure
VERSUS
HEINZ B. SIGRIST and
MARY CHRISTINE SIGRIST, his wife

Ordered, this 6th day of October, 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 14th day of November next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of November next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,794 Auditor Account Heinz B. Sigrist was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of November, 1960. The first insertion being made the 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 11527 1960 NOV -4 By H. Tilghman

LIBER 126 PAGE 604

NO. _____

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

_____

_____

VS.

_____

_____

CERTIFICATE OF PUBLICATION

_____

FILED _____ 19____