LIBER 127 PAGE 1

WALTER S. CALWELL Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR BALTIMORE COUNTY
vs.		IN EQUITY
		DOCKET 66 FOLIO 155
WILLIAM PAUL HASTINGS	*	Case No. 42115

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

No. 14088 Equity

DOCKET ENTRIES

Dec. 17, 1958	Order to docket suit, exhibit A (GLB 2974 folio 238) App. of Walter S. Calwell, Atty. for Plaintiff fd.
Dec. 17, 1958	Military Service Affdt. fd.
Jan. 26, 1959	Certificate of publication of advertisement fd.
Jan. 27, 1959	Statement of mortgage debt fd.
Jan. 27, 1959	Approved Bond fd.
Jan. 28, 1959	Report of Sale fd.
Jan. 28, 1959	Ratified Nisi Order fd.
Feb. 24, 1959	Certificate of publication of Order Nisi fd.
Feb. 25, 1959	Report of Sale finally ratified and confirmed order fd.
Mar. 17, 1959	Auditor's Report & Account and ratified Nisi Order fd.
Mar. 30, 1959	Auditor's Report & Account finally ratified and confirmed order fd.
April 13, 1959	Assignment of all right, title and interest in amount of $1762.48 to Administrator of V.A. fd.
June 1, 1960	Motion for decree in personam fd. Subpoena issued, copy of spna & Motion sent.
June 6, 1960	Non Est. Shff's return fd.
June 14, 1960	Motion for decree in personam fd. Subpoena issued, copy of spna & motion sent.
July 5, 1960	Non Est. Shff's return fd.
Aug. 2, 1960	Non Est. Shff's ret. fd.

FILED

1960 NOV -9 PM 3:54

Sept. 16, 1960	Motion for decree in personam fd. Summons issued, copy of motion and summons sent.
Sept. 22, 1960	Copy spna, Motion for Decree served on William Paul Hastings, this 21st day of Sept. 1960. Shff's ret. fd.
Oct. 24, 1960	Decree in personam is hereby entered in favor of Sumner G. Whittier, Administrator of Veterans' Affairs, Assignee of the Right to a Deficiency Decree, the Plaintiff herein for the sum of $1762.48 Dollars against the said William Paul Hastings with interest until paid from the date of the final ratification of the Auditor's Account herein and all costs of suit accruing since the ratification of said account fd.

LIBER 127 PAGE 3 No. 14,088 Equity Filed Nov 9 61 In 3:54

MOTION FOR DECREE IN PERSONAM

WALTER S. GALWELL,

ATTORNEY NAMED IN MORTGAGE,

VS. PLAINTIFF

WILLIAM PAUL HASTINGS

DEFENDANTS

—IN THE—

CIRCUIT COURT

FOR

BALTIMORE COUNTY

Equity Docket 62 Folio 156
Case # 42115

TO THE HONORABLE, THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The motion of Sumner G. Whittier, Administrator of Veterans Affairs, Assignee of the Right to a Deficiency Decree. mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of $ 1762.48 Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 30th day of March, 1960, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $ 1762.48 against the said WILLIAM PAUL HASTINGS upon due notice being given by summons or otherwise as the Court may direct to the said Defendant

And as in duty, &c.

S/ Thaddeus J. Hense

THADDEUS J. HENSE Attorney for Mortgagee.

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court for Baltimore County this 15th day of September, 1960, that the Clerk of this Court be and he is hereby directed to issue the writ of subpoena directed to the said WILLIAM PAUL HASTINGS, 4803 Colehouse Rd., Baltimore County, 20, Md. commanding him to be and appear in this Court on the first Monday of October, 1960, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

Filed 9/16/60
Served 9/21/60

S/ John E. Raine, Jr.
Judge

William Paul Hastings the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 21st day of September, 1960, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 24th day of October, 1960, by the Circuit Court for Baltimore County adjudged and ordered, that the decree of this Court be and it is hereby entered in favor of Veterans Affairs, Assignee of the Right to a Deficiency Decree. Sumner G. Whittier, Administrator of / the plaintiff herein for the sum of $1762.48 Dollars against the said William Paul Hastings with interest until paid from the date of the final ratification of the Auditor's account herein, and all costs of suit accruing since the ratification of said account.

Judge

(20)

FILED OCT 24 1960

WALTER S. CALDWELL ATTORNEY NAMED IN MORTGAGE Plaintiff	:	IN THE CIRCUIT COURT FOR
vs	:	BALTIMORE COUNTY
WILLIAM PAUL HASTINGS	:	IN EQUITY
	:	Docket 66/155 Case #42115

CERTIFICATION

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That the aforegoing is a photostatic true copy taken from the original Motion for Decree in Personam filed October 24, 1960 together with a copy of the Docket Entries in connection with above captioned case.

In testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 4th day of November 1960.

Walter J. Ravenscroft

Clerk of the Circuit Court for Baltimore County.

LIBER 127 PAGE 5

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF OSCAR R. DULEY AND WILFRED M. DYER, JR.	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	* * *	No. 13,814 Equity

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Towns-Worth Bldg., South St.
Annapolis, Maryland
Attorney named in Mortgage

FILED

1960 JUN -1 AM 11:07

LIBER 974 PAGE 529

LIBER 127 PAGE 6

L 2612

No. 13,814 Equity

FIRST PURCHASE MONEY

This Mortgage,

made this 28th day of September

in the year one thousand nine hundred and fifty-five, between

OSCAR R. DULEY and WILFRED M. DYER, JR., as joint tenants, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

FIVE THOUSAND DOLLARS - ($5,000.00)

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

By the payment of FORTY THREE DOLLARS - - - - - - - - - - - - - - - - - ($43.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 25th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

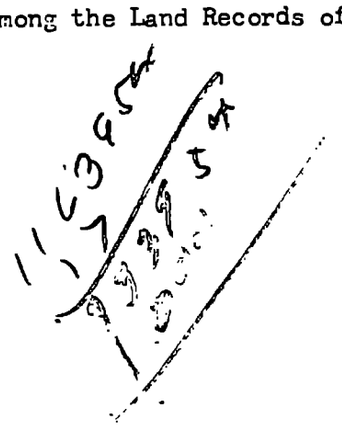
And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

KNOWN AND DESIGNATED as Lots Nos. 35, 37, 39, 45, 46, 47 and 48, in Block No. 29, on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, Section B, February 1936, Joseph N. Starkey, C.E., Silver Spring, Md." which map is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-5, Plat 11.

BEING the same property conveyed to the within-named Mortgagors by Thomas L. Forney and Bernie L. Forney, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.



FILED

1960 JUN -1 AM 11:07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Loretta L. Shackleford

Loretta L. Shackleford (as to both)

Oscar R. Duley (SEAL)

Oscar R. Duley,

Wilfred M. Dyer, Jr. (SEAL)

Wilfred M. Dyer, Jr.

(SEAL)

State of Maryland, ~~Anne Arundel County~~ Prince Georges County, to wit:

I HEREBY CERTIFY, that on this 28th day of September, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Oscar R. Duley and Wilfred M. Dyer, Jr., joint tenants, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. ~~[illegible]~~

AS WITNESS my hand and Notarial Seal.

Loretta L. Shackleford

Loretta L. Shackleford NOTARY PUBLIC, Md.

My Commission expires May 6, 1957

Rec'd for record Oct. 24, 1955, at 9:00 A.M.
Per George T. Cromwell, Clerk.
Mailed to Wm. W. Townshend, Jr.

(2)A

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

FIRST PURCHASE MONEY
MORTGAGE
FROM
OSCAR R. DULEY AND
WILFRED M. DYER, JR.

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 24 Oct. 1955 at 9 o'clock A. M.
Same day recorded in Liber G.T.C. No. 974 folio 529 &c. one of the Land Records of Anne Arundel County ..... and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record $ 7.75

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF OSCAR R. DULEY AND WILFRED M. DYER, JR.	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
* * *		No. 13,814 Equity

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Oscar R. Duley and Wilfred M. Dyer, Jr., dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 974, folio 529----------		$ 5,000.00
Total amount paid on principal	$ 947.21	
Credit in expense account	92.02	1,039.23
		3,960.77
Interest to June 28, 1960		140.60
Amount of indebtedness due----------		$ 4,101.37

William W. Townshend, Jr., Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of June 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and 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, Notary Public

FILED
1960 JUN -1 AM 11:07

6

LIBER 127 PAGE 11

No. 13,814 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this day of ,

19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

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

Oscar R. Duley
Wilfred M. Dyer, Jr.

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 first day of June, 19 60.

Notarial Seal

Viola J. Brown Notary Public.

My Commission will expire on: May 1, 1961

Filed,

FILED
1960 JUN -1 AM 11:07

LIBER 127 PAGE 12

7

NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 275

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

Equity No. 13,814

BOND NO. 314869

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

SEALED with our seals and dated this 10th day of June, 1960.

WHEREAS: By virtue of a power of sale contained in a Mortgage from Oscar R. Duley and Wilfred M. Dyer, Jr. as joint tenants, to the United Federal Savings and Loan Association, bearing date September 28th-1955, the said William W. Townshend Jr., as Attorney-Named-in-Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said mortgage, or of the interest thereon in whole or in part; and

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

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

Witness as to Principal:
Viola J Brown

William W. Townshend Jr. (SEAL)

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

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

Bond approved this 14th day of June, 1960
George T. Cromwell, Clerk.

FILED
1960 JUN 14 AM 11:54

8

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Oscar R. Duley and Wilfred M. Dyer, Jr., as joint tenants, dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 974, folio 529, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, June 28, 1960

at 11:00 a.m.

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

KNOWN AND DESIGNATED as Lots Nos. 35, 37, 39, 45, 46, 47 and 48, in Block No. 29, on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, Section B, February 1936, Joseph N. Starkey, C.E., Silver Spring, Md." which map is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-5, Plat 11.

BEING the same property conveyed unto Oscar R. Duley and Wilfred M. Dyer, Jr., as joint tenants, by Thomas L. Forney and Bernie L. Forney, his wife, by deed dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 974, folio 527.

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

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

For further particulars, apply to

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

FILED

1960 JUL -1 AM 10:37

Annapolis, Maryland
June 28, 1960

I hereby certify that I have this twenty eighth day of June, 1960, sold the property described on the reverse hereof unto Wilfred M. Dyer, Jr. and Oscar R. Duley, as joint tenants
at and for the sum of FIVE THOUSAND, SIX HUNDRED DOLLARS ($5,600.00)

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

Robert H. Campbell

Annapolis, Maryland
June 28, 1960

I/We hereby certify that I/we have this twenty-eighth day of June, 1960 purchased from William W. Townshand, Jr., Attorney, the property described on the reverse hereof, at and for the sum of FIVE THOUSAND, SIX HUNDRED DOLLARS ($5,600.00)

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

Purchaser Wilfred M. Dyer, Jr.

Purchaser Oscar R. Duley
as Joint Tenants

FILED
1960 JUL -1 AM 10:37

In the Matter of the Mortgaged Real Estate of Oscar R. Duley and Wilfred M. Dyer, Jr., as joint tenants	:	No. 13,814 Equity
	:	In the Circuit Court
	:	for
	:	Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Oscar R. Duley and Wilfred M. Dyer, Jr., as joint tenants, dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 974, folio 529, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage at public auction on the premises on Tuesday, June 28, 1960 at 11:00 a.m., and then and there sold the said property unto Oscar R. Duley and Wilfred M. Dyer, Jr., as joint tenants, at and for the sum of FIVE THOUSAND SIX HUNDRED DOLLARS ($5,600.00), being at that figure the highest bidder therefor, said property described as follows:

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

KNOWN AND DESIGNATED as Lots Nos. 35, 37, 39, 45, 46, 47 and 48, in Block No. 29, on a certain map entitled "Avalon Shores

FILED
1960 JUL -1 AM 10:37

16, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A" recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 36.

~~BEING the same property conveyed unto Joseph H. York and Marie L. York, his wife, by Abe Ostrusky and Sarah Ostrusky, his wife, by deed dated October 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336, folio 541.~~ W.W.T.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this day of 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

, Notary Public

12

LIBER 127 PAGE 17

ORDER NISI

In the Matter of the Mortgaged Real Estate of Oscar R. Duley and Wilfred M. Dyer,Jr., as joint tenants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,814 Equity

Ordered, this 1st day of July, 1960, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr. 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 $5,600.00

George T. Cromwell Clerk.

True Copy,

1960
FILED JUL- AM 10:37

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of Oscar R. Duley and Wilfred M. Dyer,Jr. as joint tenants

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 3:39

LIBER 127 PAGE 18

NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 303

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

Equity No. 13,814

ADDITIONAL BOND NO. 314869

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX HUNDRED AND 00/100 ($600.00) (Additional) current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 5th day of July, 1960.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Oscar R. Duley and Wilfred M. Dyer Jr. as joint tenants to the United Federal Savings and Loan Association, bearing date on or about the 28th day of September 1955- the said William W. Townshend Jr. as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon in whole or in part; and

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

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

Witness as to Principal:

Witness as to Surety:
M. S. Kraus

William W. Townshend Jr. (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By
R. H. Nichols Attorney-in-Fact

Bond approved this 7th day of July, 1960

George T. Cromwell, Clerk

FILED

1960 JUL -7 AM 11:29

14

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

Attorney's Sale

Of Valuable Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Oscar R. Duley and Wilfred M. Dyer, Jr., as joint tenants, dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 974, follo 529, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, June 28, 1960 at 11:00 A.M.

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

KNOWN AND DESIGNATED as Lots Nos. 35, 37, 39, 45, 46, 47 and 48, in Block No. 29, on a certain map entitled "Avalon Shores Anne Arundel County, Maryland, Section B. February 1936, Joseph N. Starkey, C. E., Silver Spring, Md." which map is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-5, Plat 11.

BEING the same property conveyed unto Oscar R. Duley and Wilfred M. Dyer, Jr., as joint tenants, by Thomas L. Forney and Bernie L. Forney, his wife, by deed dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 974, folio 527.

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

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

For further particulars, apply to:

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

Ju-23

OFFICE (

LIBER 127 PAGE 19

13,814 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

Attorney's Sale

Oscar R. Duley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of June, 1960. The first insertion being made the 2nd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -8 PM 1:50

By

LIBER 127 PAGE 20 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. 13,814 Equity

In the Matter of the Mortgaged Real Estate of OSCAR R. DULEY and WILFRED M. DYER, JR., as joint tenants

Ordered, this 1st day of July, 1960. That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend. Jr. 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 $5,600.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

Jy 28

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13 814 Oscar R. Duley 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.

FILED

1960 AUG -1 PM 3:55

No. M.G. 15891

By H. Tilghman

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
Oscar R. Duley
and
Wilfred M. Dyer, Jr.

In the

Circuit Court

For

Anne Arundel County

No. 13,814 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. Jickling
Auditor.

September 26, 1960

FILED
1960 SEP 26 PM 3:05

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Oscar R. Duley and Wilfred M. Dyer, Jr.

To Attorney for Commissions, viz:	200	07		
To Attorney for Court costs, viz:	100	00	300	07
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	18	00		
			60	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		
Speer Publications, Inc. - handbills	15	37		
New Amsterdam Casualty Co.-bond premiums	22	40		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
T.Carroll Worthington - notary fee		50		
Viola J. Brown - notary fees	1	00	184	17
To Attorney for Taxes, viz:				
1960 State and County taxes ($94.48) - 6 months	47	24	47	24
To Attorney for Benefit Charges, viz:				
Avalon Shores, Inc. - 1958 and 1959 road maintenance	14	00		
1960 road maintenance ($7.00) - 6 months	3	50		
Interest	1	26	18	76
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - in full for mortgage claim, viz:				
Amount of claim filed	4,101	37		
Interest @ 6% on principal balance of $3,960.77 from 6/28/60 to 10/28/60 - 4 months	79	22	4,180	59
To Oscar R. Duley and Wilfred M. Dyer, Jr., second mortgagees - this balance on account second mortgage claim	877	27	877	27
			5,668	85
Amount of second mortgage claim filed	2,035	65		
Cr. Amount allowed above	877	27		
Balance subject to decree in personam	1,158	38		

with

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

Cr.

1960					
July	28	Proceeds of Sale	5,600	00	
		Interest on deferred payment of $5,100.00 to 9/16/60	68	85	6,568 85
					5,668 85

LIBER 127 PAGE 24

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Oscar R. Duley

and

Wilfred M. Dyer, Jr.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,814 Equity.

ORDERED, This 26th 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, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1960 NOV -7 PM 2:03

Matthew S. Evans

LIBER 127 PAGE 25 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,814 Equity
In The Matter of the Mortgaged Real Estate of
OSCAR R. DULEY and
WILFRED M. DYER, JR.

Ordered, this 26th 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 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
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,814

Auditor Account

Oscar R Duley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of October, 1960. The first insertion being made the 29th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Wildgruber

No. M. G. 17424

1960 NOV -4 PM 1:54

IN THE MATTER OF THE	:	No. 13.853 Equity
SALE OF THE MORTGAGED	:	In the Circuit Court
REAL ESTATE OF ERNEST L.	:	for
REIO AND SHIRLEY M. REIO,	:	Anne Arundel County
HIS WIFE	:	

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in mortgage

FILED

1960 JUN 28 PM 3:31

L 4380

LIBER 127 PAGE 27

13,853
Equity

BOOK 1305 PAGE 276

Purchase money

This Mortgage,

made this 18TH day of June in the year one thousand nine hundred and fifty-nine, between ERNEST L. REIO and SHIRLEY E. REIO, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

NINE THOUSAND NINE HUNDRED FIFTY DOLLARS ----------($9,950.00)

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

By the payment of SEVENTY TWO DOLLARS ----------($72.00) 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 first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

ALL those two tracts of ground on Burns Crossing Road as more particularly described by metes and bounds in deed of even date herewith to the within-named Mortgagors by Arthur R. Bowmaster and Rose Marie Bowmaster, his wife, said deed intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1960 JUN 28 PM 3:31

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Ernest L. Reio (SEAL)
Ernest L. Reio

Shirley E. Reio (SEAL)
Shirley E. Reio

(SEAL)

4

LIBER 127 PAGE 30
BOOK 1305 PAGE 279

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 18TH day of June, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ernest L. Reio and Shirley E. Reio, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
Norwood A. Wieneke
11.00 NOTARY PUBLIC

My Commission expires 5/1/61

Rec'd for record June 19, 1959, at 2:56 P.M.
Mailed to Wm. W. Townshend, Jr.

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

Purchase money
MORTGAGE
FROM
Ernest L. Reio and
Shirley E. Reio, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

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

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 JUN 19 PM 2:56
RECORDED IN LIBER GTC
NO. 1305 FOLIO 276
GEO. T. HOHWELL CLERK

Cost of Record $ 11.00

AFFIDAVIT OF NON-MILITARY SERVICE

13.853
Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 27th day of June, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in the mortgage from Ernest L. Reio and Shirley M. Reio, his wife, to United Federal Savings and Loan Association plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

and they 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 27th day of June, 19 60.

NOTARY PUBLIC Notarial Seal

Notary Public.

My Commission will expire on: 5/1/61

Filed,

FILED
1960 JUN 28 PM 3:31

LIBER 127 PAGE 32

In the Matter of the Mortgaged Real Estate of Ernest L. Reio and Shirley M. Reio, his wife	: No. 13,853 Equity : In the Circuit Court for Anne Arundel County :	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Ernest L. Reio and Shirley M. Reio, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated June 18, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1305, Folio 276.		$ 9,950.00
Less total amount paid on account of principal	$ 111.98	
Less expense account overdrawn. . . .	17.42	
	$ 94.56	94.56
		$ 9,855.44
Interest to July 26, 1960	$ 386.97	
Plus late charges	19.68	
	$ 406.65	406.65
		$10,262.09

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in the mortgage, and he acknowledged the within statement to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public

FILED

1960 JUN 28 PM 3:31

7

LIBER 127 PAGE 33

13,853
Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South Street

Annapolis, Maryland

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

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Ernest L. Reio and Shirley E. Reio, his wife, dated June 18, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1305, Folio 276, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JULY 26, 1960

at 11:00 O'clock A.M.

ALL THOSE TRACTS or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

(1) Beginning for the first at an iron pipe set in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey, by deed dated June 26th, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W.119, Folio 9, said point of beginning being North 49 degrees West,162ft. from the beginning point of said whole tract; thence running with the center line of the Washington, Baltimore and Annapolis right of way and the first line as aforesaid, North 49 degrees West, 235 ft. to the center of the County Road leading from Annapolis to Baltimore and known as Burn's Crossing; thence South 13 degrees 45 minutes East, 206 ft., thence North 70 degrees East, 140 ft. to the point of beginning.

(2) Beginning for the second at a point in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, folio 9, said point being distant North 49 degrees West, 101 ft. from the beginning point of said whole tract; thence with the center line of the Old Washington, Baltimore and Annapolis right of way and with the first line as aforesaid, North 49 degrees West, 61 ft. to the beginning point of the tract reserved by Winfield H. Smith and Elizabeth Smith, his wife, to Winfield F. Butler and Louise A. Butler, his wife, dated December 7, 1937 and recorded among said Land Records in Liber F.A.M. 175, Folio 351; thence with the third line of said reservation reversed(erroneously described therein as being North 20 degrees West, 120 ft., whereas it should have been North 70 degrees East, 140 ft.) South 70 degrees West, 140 ft. to the second line of the conveyance from Osbelt to Brazey and the County Road; thence with the second line aforesaid, South 13 degrees 45 minutes East, 84 ft.; and thence leaving the County Road and the second line of the whole tract aforesaid and running about North 62 degrees East, 184 ft., more or less, to the place of beginning.

BEING the same property conveyed unto Ernest L. Reio and Shirley E. Reio, his wife, by deed dated June 18, 1959 and

FILED

1960 JUN 28 PM 3:31

recorded among the aforesaid Land Records in Liber G.T.C. 1305; Folio 274.

THE ABOVE described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Please publish the enclosed in the Maryland Gazette on Thursday, June 30 -- July 7, 14 and 21st.

Please send me 25 handbills

9

LIBER 127 PAGE 35

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

LIBER 10 PAGE 310

60 JOHN STREET
NEW YORK

Equity No. 13,853

BOND NO. 314920

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of of ELEVEN THOUSAND AND 00/100 ($11,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 14th day of July, 1960.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Ernest L. Reio and Shirley E. Reio, his wife, to the United Federal Savings and Loan Association, bearing date on or about the 18th of June, 1959, the said William W. Townshend Jr., as Attorney-in-Mortgage is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon in whole or in part; and

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

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

Witness as to Principal:
Dorothy P. McNew

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

William W. Townshend Jr. (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Bond Filed and
Approved This 15th
Day of July 1960
George T Cromwell Clerk

FILED

1960 JUL 15 AM 11:49

OFFICE F LIBER 127 PAGE 36

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Build
Annapolis, Maryla.

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Ernest L. Reid and Shirley E. Reid, his wife, dated June 18, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1305, Folio 276, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., July 26, 1960
at 11:00 O'Clock A. M.

ALL THOSE TRACTS or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

(1) Beginning for the first at an iron pipe set in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey, by deed dated June 26th, 1915 and recorded among the Land Records of Anne Arundel County in Liber G. W. 119, Folio 9. said point of beginning being North 49 degrees West, 162 ft. from the beginning point of said whole tract: thence running with the center line of the Washington, Baltimore and Annapolis right of way and the first line as aforesaid, North 49 degrees West, 235 ft. to the center of the County Road leading from Annapolis to Baltimore and known as Burn's Crossing; thence South 13 degrees 45 minutes East, 206 ft., thence North 70 degrees East, 140 ft. to the point of beginning.

(2) Beginning for the second at a point in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Balzey by deed dated June 26, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, folio 9, said point being distant North 49 degrees West, 101 ft. from the beginning point of said whole tract; thence with the center line of the Old Washington, Baltimore and Annapolis right of way and with the first line as aforesaid, North 49 degrees West, 61 ft. to the beginning point of the tract reserved by Winfield F. Butler and Louise A. Butler, his wife, dated December 7, 1937 and recorded among said Land Records in Liber F.A.M. 175, Folio 351; thence with the third line of said reservation reversed (erroneously described thereto as being North 20 degrees West, 120 ft., whereas it should have been North 70 degrees East, 140 ft.) South 70 degrees West, 140 ft. to the second line of the conveyance from Osbelt to Brazey and the County Road; thence with the second line aforesaid, South 13 degrees 45 minutes East, 84 ft.; and thence leaving the County Road and the second line of the whole tract aforesaid and running about North 62 degrees East, 184 ft., more or less, to the place of beginning.

No

11

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 21, 1960

We hereby certify, that the annexed

Attorney's Sale

Ernest L. Reid

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 July, 1960. The first insertion being made the 30th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL 21 PM 3:15

By A. Tilghman

BEING the same property conveyed unto Ernest L. Relo and Shirley E. Relo, his wife, by deed dated June 18, 1959 and recorded among the aforesaid Land Records in Liber G.T.C. 1305; Folio 274.

THE ABOVE described property is improved by a dwelling with modern convenlences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell
Auctioneer

Jy-21

LIBER 127 PAGE 37

ROBERT H. CAMPBELL . . . . . Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Ernest L. Reio and Shirley E. Reio, his wife, dated June 18, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1305, Folio 276, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, July 26, 1960

at 11:00 O'clock A.M.

ALL THOSE TRACTS or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

(1) Beginning for the first at an iron pipe set in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey, by deed dated June 26th, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9, said point of beginning being North 49 degrees West, 162 ft. from the beginning point of said whole trace; thence running with the center line of the Washington, Baltimore and Annapolis right-of-way and the first line as aforesaid, North 49 degrees West, 235 ft. to the center of the County Road leading from Annapolis to Baltimore and known as Burn's Crossing; thence South 13 degrees 45 minutes East 206 ft., thence North 70 degrees East, 140 ft., to the point of beginning.

(2) Beginning for the second at a point in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, folio 9, said point being distant North 49 degrees West, 101 ft. from the beginning point of said whole tract; thence with the center line of the Old Washington, Baltimore and Annapolis right-of-way and with the first line as aforesaid, North 49 degrees West, 61 ft. to the beginning point of the tract reserved by Winfield H. Smith and Elizabeth Smith, his wife, to Winfield F. Butler and Louise A. Butler, his wife, dated December 7, 1937 and recorded among said Land Records in Liber F.A.M. 175, Folio 351; thence with the third line of said reservation reversed (erroneously described therein as being North 20 degrees West, 120 ft., whereas it should have been North 70 degrees East, 140 ft.) South 70 degrees West, 140 ft. to the second line of the conveyance from Osbelt to Blazey and the County Road; thence with the second line aforesaid, South 13 degrees 45 minutes East, 84 ft.; and thence leaving the County Road and the second line of the whole tract aforesaid and running about North 62 degrees East, 184 ft., more or less, to the place of beginning.

BEING the same property conveyed unto Ernest L. Reio and Shirley E. Reio, his wife, by deed dated June 18, 1959 and recorded among the aforesaid Land Records in Liber G.T.C. 1305, Folio 274.

THE ABOVE described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

FILED

1960 JUL 29 PM 1:50

LIBER 127 PAGE 39

Annapolis, Maryland

July 26, 1960

I hereby certify that I have this 26th day of July, 1960 sold the property of William W. Townshend, Jr., known as two lots of ground on Burns Crossing Road, Fourth Election District, Anne Arundel County, Maryland, unto HAMMOND E. BOSSE and ELLA MAE BOSSE, his wife

at and for the sum of NINE THOUSAND NINE HUNDRED DOLLARS ($9,900.00)

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

Robert H. Campbell

Annapolis, Maryland

July 26, 1960

I/We hereby certify that I/we have this 26th day of July, 1960, purchased from William W. Townshend, Jr., property known as two lots of ground on Burns Crossing Road, Fourth Election District, Anne Arundel County, Maryland, at and for the sum of

NINE THOUSAND NINE HUNDRED DOLLARS----------($9,900.00)

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

Hammond E. Bosse, Purchaser

Ella Mae Bosse

Ella Mae Bosse, Purchaser

FILED

1960 JUL 29 PM 1:50

LIBER 127 PAGE 41

In the Matter of the Mortgaged	:	No. 13,853 Equity
Real Estate of Ernest L. Reio and	:	In the Circuit Court
Shirley M. Reio, his wife	:	for
	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Ernest L. Reio and Shirley M. Reio, his wife, dated June 18, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1305, Folio 276, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, July 26, 1960, at 11:00 o'clock A.M., and then and there sold the said property unto Hammond E. Bosse and Ella Mae Bosse, his wife, at and for the sum of NINE THOUSAND NINE HUNDRED DOLLARS ($9,900.00), being at that figure the highest bidder therefor, said property described as follows:

ALL THOSE TRACTS or parcels of ground situate, lying and

FILED

1960 JUL 29 PM 1:50

14

being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

(1) BEGINNING for the first at an iron pipe set in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey, by deed dated June 26th, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9, said point of beginning being North 49 degrees West, 162 ft. from the beginning point of said whole tract; thence running with the center line of the Washington, Baltimore and Annapolis right-of-way and the first line as aforesaid, North 49 degrees West, 235 ft. to the center of the County Road leading from Annapolis to Baltimore and known as Burn's Crossing; thence South 13 degrees 45 minutes East 206 ft., thence North 70 degrees East, 140 ft., to the point of beginning.

(2) BEGINNING for the second at a point in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, folio 9, said point being distant North 49 degrees West, 101 ft. from the beginning point of said whole tract; thence with the center line of the Old Washington, Baltimore and Annapolis right-of-way and with the first line as aforesaid, North 49 degrees West, 61 ft. to the beginning point of the tract reserved by Winfield H. Smith and Elizabeth Smith, his wife, to Winfield F. Butler and Louise A. Butler, his wife, dated December 7, 1937 and recorded among said Land Records in Liber F.A.M. 175, Folio 351; thence with the third line of said reservation reversed (erroneously described therein as being North 20 degrees West, 120 ft., whereas it should have been North 70 degrees East, 140 ft.) South 70 degrees West, 140 ft. to the second line of the conveyance from Osbelt to Blazey and the County Road; thence with the second line aforesaid South 13 degrees 45 minutes East, 84 ft.; and thence leaving the County Road and the second line of the whole tract aforesaid and running about North 62 degrees East, 184 ft., more or less, to the place of beginning.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of said sale and has also required the purchasers' agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of July, 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew - Notary Public

ORDER NISI

LIBER 127 PAGE 44

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ERNEST L. REIO and ~~XXXXXX~~ SHIRLEY M. REIO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,853 Equity

Ordered, this 29th day of July, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $9,900.00

FILED 1960 JUL 29 PM 1:50

True Copy,

[signature] Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ERNEST L. REIO and ~~XXXXXX~~ SHIRLEY M. REIO, 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 Harrison

JUDGE.

FILED

1960 SEP -7 PM 12:52

17

LIBER 127 PAGE 45 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,853 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
ERNEST L. REIO and
SHIRLEY M. REIO, his wife

Ordered, this 29th day of July 1960, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $9,900.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1960

We hereby certify, that the annexed Order Nisi Sale Eq 13853 Ernest L. Reio 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 1:48

By [signature]

No. M. G. 16416

17

LIBER 127 PAGE 46

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs~~
Ernest L. Reio
and
Shirley E. Reio, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,853 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Dickling
Auditor.

September 21, 1960

FILED

1960 SEP 21 PM 12:18

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Ernest L. Reio and Shirley E. Reio, his wife in ac.

To Attorney for Commissions, viz:	329	39		
To Attorney for Fee, viz:	100	00	429	39
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	101	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	94		
New Amsterdam Casualty Co.-bond premium	44	00		
Robert H. Campbell - auctioneer's fee	45	00		
Morgan & Ward - insurance premium - 6/18/60 - 9/15/60	8	26		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Dorothy P. McNew - notary fee		50		
T. Carroll Worthington - notary fees	1	00	258	72
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	9,269	48	9,269	48
			10,009	09
Amount of mortgage claim filed	10,262	09		
Interest @ 6% on principal balance of $9,855.44 from 7/26/60 to 10/26/60	147	83		
	10,409	92		
Cr. Amount allowed above	9,269	48		
Balance subject to decree in personam	1,140	44		

with

Cr.

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

1960						
July	26	Proceeds of Sale	9,900	00		
		Interest on deferred payment of $9,150.00 to 9/15/60	79	66	9,979	66
		Refund 1960 State and County taxes ($70.50) - 5 months 5 days	29	43	29	43
					10,009	09

LIBER 127 PAGE 49

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~VERSUS~~
Ernest L. Reio
and
Shirley E. Reio, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,853 Equity.

ORDERED, This 21st 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 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

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 -2 PM 3:16

V. Bowie Duckett

FILED
1960 SEP 21 PM 12:18

LIBER 127 PAGE 50 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,853

Auditor Account.

Ernest L. Reid

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of October, 1960. The first insertion being made the 29th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 NOV - Dorothy Johnson

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,853 Equity

In The Matter of the Sale of the Mortgaged Real Estate of ERNEST L. REIO AND SHIRLEY E. REIO, his wife

Ordered. this 21st 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 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

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

O-13

No. M. G. _____

LIBER 127 PAGE 51

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THOMAS W. TUCKER AND LENA TUCKER, HIS WIFE	:	(in Equity) 13,858

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage fromThomas W. Tucker and Lena Tucker, his wife to Baltimore Federal Savings and Loan Association, dated April 29th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1115 folio 363.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED
1960 JUN 30 PM 2:21

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 1115 PAGE 363

LIBER 127 PAGE 52
MARYLAND

13.858
Equity

MORTGAGE

THIS MORTGAGE, made this 29th day of April, A. D. 19 57, by and between

THOMAS W. TUCKER and LENA TUCKER, his wife.,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 00/100ths Dollars ($ 12,885.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY-FIVE AND 29/100ths Dollars ($ 65.29), commencing on the first day of June, 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 ~~month~~ April 28, 1987, ~~day~~. 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. 9 in Block L, 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 Plat Book 28, folio 20. The improvements whereon being known as No. 116 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 County immediately prior hereto was granted and assigned by Admiral Engineering Corporation unto the within named Mortgagors.

Plaintiff's Exhibit "A"

FILED
1960 JUN 30 PM 2:21

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

16—49880-8

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 a[illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of 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.

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:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Thomas W. Tucker [SEAL]
Thomas W. Tucker

[SEAL]

Lena Tucker [SEAL]
Lena Tucker

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of April, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Thomas W. Tucker and Lena Tucker, his wife., the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Albert G. Fitzgerald
ALBERT G. FITZGERALD
Notary Public

Rec'd for record Apr 30 1957 at 10:19 AM
Mailed to The Colonial Title Guarantee Co.

Application No. 44222
Written by Jm
Approved by JL Examiner
Ready for Record Gt

Anne Arundel County
STATE OF MARYLAND
245-14586

Mortgage

FROM

THOMAS W. TUCKER AND LENA TUCKER, his wife.,

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Rec'd for Record 19 at o'clock M.
Same day recorded in Liber No. Folio &c., one of the Land Records of ..... and examined per ....., Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 APR 30 AM 10:19
& RECORDED IN LIBER G.
NO. 1115 FOLIO 363
GEO. T. ...

Cost of Record, $ 13.10

U. S. GOVERNMENT PRINTING OFFICE 16—49890-4

MILITARY AFFIDAVIT

Docket 13, 858 folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of June 19 60 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 Thomas W. Tucker and Lena Tucker, 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 the y ha ve not been ordered to report for induction under the Selective Training and Service Act of 1940, that the y are not members of the Enlisted Reserve Corps, and ha ve not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED
1960 JUN 30 PM 2:21

6

LIBER 127 PAGE 57

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THOMAS W. TUCKER AND

LENA TUCKER, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

13,858

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Thomas W. Tucker and Lena Tucker, hiswife**

to **Baltimore Federal Savings and Loan Association**

dated the **29th** day of **April** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1115** Folio **363** .

Amount of Mortgage	**$12,885.00**
Less - amount paid on principal	**518.71**
	12,366.29
Plus - interest to 7/28/60	**460.73**
	12,827.02
Plus - overdraft in expense account	**202.45**
	13,029.47

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **29th** 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**

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

AS WITNESS my hand and Notarial seal.

Clara M. Link
Notary Public

FILED

1960 JUN 30 PM 2:21

Clara M. Link

1

CALLAHAN and CALWELL
Solicitors
Baltimore Federa[illegible] [illegible]lding
Baltimore 2, [illegible]

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Thomas W. Tucker and Lena Tucker, his wife to Baltimore Federal Savings and Loan Association, dated April 29th 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1115 folio 363 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Aug. 4th, 1960 at 3:15 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. 9 in Block L, as shown on the Plat entitled "Country Club Estates" Section No. 4, dated January, 1956 and recorded among the Land Records of Anne Arundel County on May 31, 1956 in Plat Book 28 folio 20; the improvements whereon are known as No. 116 North Meadow Drive.

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 modern 1½ story brick and frame bungalow, containing 6 rooms ;3 bungalow, containing 6 rooms (3 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 127 PAGE 58 OFF : OF

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

Thomas W. Tucker

Equity No. 13,858

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

60 AUG -1 PM 3:54

By H. Tilghman

8

[redacted]Attorney's Bond. LIBER 127 PAGE 59 1-369

New Amsterdam Casualty Company

LIBER 10 PAGE 326

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

315223
Equity No. 13,858

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, ONE HUNDRED AND 00/100 ($13,100.00) - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 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 Thomas W. Tucker and Lena Tucker, his wife to the Baltimore Federal Savings & Loan Association bearing date the 29th day of April nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1115, Folio 363, and

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

Signed, Sealed and Delivered
in the presence of

Clara M. Sinn

[redacted]: As to Surety:

M. S. Kraus
M. S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1960 AUG -4 AM 10:54

Bond approved this 4th day of August, 1960

George T. Cromwell, Clerk

9

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

LIBER 127 PAGE 60

Under and by virtue of the power and authority contained in a Mortgage from Thomas W. Tucker and Lena Tucker, his wife to Baltimore Federal Savings and Loan Association, dated April 29th 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1115 folio 363 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Aug. 4th, 1960
at 3:15 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. 9 in Block L, as shown on the Plat entitled "Country Club Estates" Section No. 4, dated January, 1956 and recorded among the Land Records of Anne Arundel County on May 31, 1956 in Plat Book 28 folio 20; the improvements whereon are known as No. 116 North Meadow Drive.

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 modern 1½ story brick and frame bungalow, containing 6 rooms ;3 bungalow, containing 6 rooms (3 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:2s

LIBER 127 PAGE 61

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THOMASW. TUCKER AND LENA TUCKER, HIS WIFE	:	(In Equity)

Equity No. 13,858

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **April 29th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1115 folio 363** from said **Thomas W. Tucker and Lena Tucker, 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, xxk 1960 at 3.15 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. 9 in Block L, as shown on Plat entitled "Country Club Estates" Section No. 4, dated January, 1956 and recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 20, the improvements whereon are known as No. 116 North Meadow Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 AUG 11 AM 11:22

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 three Hundred ($12,300.00) 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 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 BALTIMORE

Clara M. Link, Notary Public

LIBER 127 PAGE 63

ORDER NISI

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

Thomas W. Tucker and

Lena Tucker, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,858 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 $ 12,300.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 AUG 11 AM 11:22

TEST: Clerk.

(Final Order)

Walter S. Calwell

Attorney Named in Mortgage

versus

Thomas W. Tucker and

Lena Tucker, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th 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.

O. Bowie Duckett

JUDGE.

FILED
1960 SEP 20 PM 2:50

17

LIBER 127 PAGE 64 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. 13,858 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
vs
THOMAS W. TUCKER and LENA TUCKER, 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 $12,300.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
8-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq 13,858
Thomas W. Tucker

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.

By H. Tilghman

FILED

No. M. G. 16 4960 SEP -9 PM 12:41

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Thomas W. Tucker
and
Lena Tucker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,858 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.

Dana K. Ecklund
Auditor.

October 13, 1960

FILED

1960 OCT 17 AM 9:49

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Thomas W. Tucker and Lena Tucker, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	402	02	452	02
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	52	40		
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	199	27
To Attorney for Ground Rent, viz: Ground rent ($60.00) due 12/6/60 - 1 month 29 days	19	34	19	34
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,761	02	11,761	02
			12,487	65
Amount of mortgage claim filed	13,029	47		
Interest @ 4½% on principal balance of $12,366.29 from 7/28/60 to 11/21/60 - 116 days	189	47		
	13,218	94		
Cr. Amount allowed above	11,761	02		
Balance subject to decree in personam	1,457	92		

15

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

1960							
Aug.	4	Proceeds of Sale		12,300	00		
		Interest on deferred payment to 9/21/60		100	65	12,400	65
		Refund 1960 State and County taxes ($211.41) 4 months 27 days		87	00	87	00
						12,487	65

LIBER 127 PAGE 68

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Thomas W. Tucker

and

Lena Tucker, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,858 Equity.

ORDERED, This 17th 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 21st 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 21st day of November next.

FILED
1960 OCT 17 AM 9:48

Jean T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd 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 23 AM 10:54

O Brien Duckett

17

LIBER 127 PAGE 69 OFFICE O

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,858

Auditor Account

Thomas W. Tucker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of November, 1960. The first insertion being made the 20th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,858 Equity

Walter S. Colwell, Attorney Named in Mortgage

VERSUS

THOMAS W. TUCKER and LENA TUCKER, his wife

Ordered this 17th 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 21st 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 21st day of November next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

n-3

FILED

No. M. C. _____

1960 NOV 10 PM 4:40

18

GEORGE M. LEE, JR. and RUTH I. LEE, his wife	:	IN THE
Plaintiffs	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
JOHN E. BUTLER and MARJORIE M. BUTLER, his wife	:	
Defendants	:	NO. 13,861 EQUITY

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

ORDER TO DOCKET MORTGAGE FORECLOSURE

Mr. Clerk:

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

John B. Wright

John B. Wright
Solicitor for Plaintiffs
12 Church Circle
Annapolis, Maryland
Colonial 7-7500

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1960 JUL -6 PM 2:57

MORTGAGE FEE—CITY OR COUNTY—Form 16. LIBER 127 PAGE 71

13,861
Equity

LIBER 1201 PAGE 447

Third purchase money.

THIS MORTGAGE, Made this 2nd day of May

in the year nineteen hundred and fifty-eight by and between

JOHN E. BUTLER and MARJORIE M. BUTLER, his wife,

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

GEORGE M. LEE, JR., and RUTH I. LEE, his wife,

, Mortgagees , of the second part:

Whereas, the said Mortgagors are indebted unto the said Mortgagees in the full and just sum of TWO THOUSAND DOLLARS ($2,000.00), as evidence of which the said Mortgagors have this day passed to the said Mortgagees their promissory note for said sum, payable five years after date with interest thereon at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of TWENTY DOLLARS ($20.00) including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the said Mortgagors by deed recorded prior hereto.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the First Elect. Dist., the County aforesaid, and described as follows, to wit:—Beginning for

CONTAINING 0.59 acres, being the firstly described parcel more particularly described by metes and bounds in a deed to the within-named Mortgagors by Edna M. Lee, Widow, et al, said deed dated May 2, 1958 and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

FILED

1960 JUL -6 PM 2:57

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Two Thousand ~~Five Hundred~~ ---------- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or Wm. W. Townshend, Jr., duly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Two Thousand ~~Five Hundred~~ ---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors:

TEST:

Nellie Watanabe
3218 A Sierra Dr. Hon.
Nellie Watanabe

George T. Fusuma
George T. Fusuma

John E. Butler [SEAL]
John E. Butler

Marjorie M. Butler [SEAL]
Marjorie M. Butler

[SEAL]

TERRITORY OF HAWAII
~~State of Maryland~~, County of Honolulu, ss:

I Hereby Certify, that on this ~~day of~~ 2nd day of May in the year one thousand nine hundred and fifty-eight before me, a Notary Public of the ~~State of Maryland~~ Territory of Hawaii, in and for the County of Honolulu aforesaid, personally appeared John E. Butler and Marjorie M. Butler, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. ~~At the same time also appeared 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.

George T. Fusuma
Notary Public
George T. Fusuma

Notary Public, First Judicial Circuit
Territory of Hawaii
My Commission Expires February 10, [illegible]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 1201 PAGE 450

I HEREBY CERTIFY that on this 2. day of May, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared George M. Lee, Jr., 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 Gary

Alice Gary, Notary Public

Rec'd for record May 5 1958 at 2.51 P.M.

Mailed to Wm. W. Townshend, Jr.

WILLIAM W. TOWNSHEND, JR

LIBER 127 PAGE 74

Third purchase money

MORTGAGE

FROM

John E. Butler and

Marjorie M. Butler, his wife

TO

George M. Lee, Jr. and

Ruth I. Lee, his wife

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded

in Liber No. Folio &c.

Records of

and examined per

Cost of Record, $ 7.00, Clerk.

1958 MAY 5 PM 2:51

No. 1201 Folio 447

The Daily Record Co., Baltimore, Md.

LIBER 127 PAGE 75

13,861 Equity

AFFIDAVIT OF NON-MILITARY SERVICE OF ONE DEFENDANT AND OF MILITARY SERVICE OF OTHER DEFENDANT

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

I hereby certify that, on this 6th day of July, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, JOHN B. WRIGHT, attorney for the plaintiffs, in the above entitled cause, and made oath, in due form of law, that defendant,

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Marjorie M. Butler, is not in the military service of any nation allied with the United States, has not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended, is not a member of the Enlisted Reserve corps who has been ordered to report for military service

and is not in the military service of the United States of America, and that the other defendant, John E. Butler, is in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 6th day of July, 19 60.

Notarial Seal

Audrey R. Clevenger, Notary Public

My Commission will expire on: May 1, 1961.

Filed,

FILED

1960 JUL -6 PM 2:57

6

GEORGE M. LEE and RUTH I. LEE, his wife	:	IN THE
Plaintiffs	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
JOHN E. BUTLER and MARJORIE M. BUTLER, his wife	:	
Defendants	:	NO. 13,861 EQUITY

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

STATEMENT OF MORTGAGE CLAIM

Original Mortgage principal		$2,000.00
6% interest to July 1, 1960		261.25
	Total	$2,261.25

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that on this 1st day of July, 1960, personally appeared JOHN B. WRIGHT, solicitor for the captioned mortgage, and in accordance with Rule 1391 c. 3.(c) made oath in due form of law as attorney for the named mortgagee that the foregoing is a true statement of the amount due under the mortgage filed in this proceeding.

As witness my hand and notarial seal.

AUDREY R. CLEAVENGER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

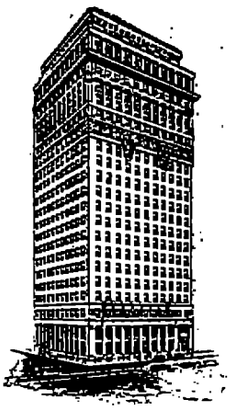
Audrey R. Cleavenger
Audrey R. Cleavenger
Notary Public

FILED
1960 JUL -6 PM 2:57

7

LIBER 127 PAGE 77

LIBER 10 PAGE 332



COMPANY'S HOME OFFICE BUILDING
100 BROADWAY, NEW YORK.

American Surety Company
OF NEW YORK.

ORGANIZED 1884.

No. 13,861 EQUITY

MORTGAGE FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, George M. Lee, Jr. and Ruth I. Lee, his wife, as Principal, and American Surety Company of New York, a body corporate of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand 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 12th day of August, nineteen hundred and sixty.

WHEREAS, by virtue of a power of sale contained in a mortgage from John E. and Marjorie M. Butler to the undersigned principals bearing date on or about the second day of May nineteen hundred and fifty eight the said undersigned principals are ~~is~~ authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said undersigned principals are ~~is~~ about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George M. Lee, Jr. and Ruth I. Lee do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

George M. Lee Jr (SEAL)

Ruth I. Lee (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK.
By: [signature]
Attorney-in-Fact

Bond approved: this 15th day of August 1960

George T. Cromwell
George T. Cromwell, Clerk

Filed
1960 August 15 A.M.

5

JOHN B. WRIGHT
Attorney at Law
12 Church Circle
Annapolis, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of a power of sale contained in two mortgages from John E. Butler and Marjorie M. Butler, his wife, dated May 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1201, folio 443 and 447, default having occurred thereunder, the undersigned Attorney will offer for sale at the Court House door, Annapolis, on

Sat., August 13, 1960 at 11:00 A. M.

All those lots of ground situate, lying and being in the First Election District of Anne Arundel County described as follows:

1. All of the 0.59 acre parcel on the East side of the Mayo-Beverley Beach Road which was the first parcel described in a deed dated May 21, 1958 to John E. Butler and wife and recorded among said land records in Liber G.T.C. No. 1201, folio 436. This is improved with a two-story house with two bedrooms and bath on first floor, living room with fireplace, dinette, kitchen, full basement with oil burner and hot air heat, screened in side porch, and stairway to unfinished attic upstairs.

2. All of the 0.5 acre parcel on the East side of the Mayo-Beverley Beach Road which was the second parcel described in a deed dated May 21, 1958 to John E. Butler and wife and recorded among said land records in Liber G.T.C. No. 1201, folio 436. This parcel is improved with a two-story house, asbestos shingled, tin roof, with two large bedrooms and one small bedroom, bathroom, living-room, dining room, kitchen, utility room, screened in front porch and enclosed back porch.

Both parcels will be sold subject to the operation and effect of a first mortgage on said two lots dated May 2, 1958 to the United Federal Savings and Loan Association of Glen Burnie, Maryland, recorded among said land records in Liber G.T.C. No. 1201, folio 439, payable as to principal and interest at $119 per month with a remaining balance as of May 30, 1960, in the amount of $15,702.44.

TERMS OF SALE: A cash deposit will be required of $500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest at 6 per cent from date of sale. All taxes and public charges to be adjusted to date of sale.

JOHN B. WRIGHT
Attorney
ROBERT H. CAMPBELL
Auctioneer

A-11

LIBER 127 PAGE 78 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 17, 1960

We hereby certify, that the annexed

Mortgage Sale

John E. Butler

Equity No. 13864

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of August, 1960. The first insertion being made the 21st day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG 17 PM 3:31

By Marie Tate

GEORGE M. LEE, JR. and RUTH I. LEE, his wife	:	IN THE
Plaintiffs	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
JOHN E. BUTLER and MARJORIE M. BUTLER, his wife	:	NO. 13,861 EQUITY
Defendants	:	

: : : : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George M. Lee, Jr. and Ruth I. Lee, his wife, by John B. Wright, their solicitor, respectfully shows:

That under and by virtue of a power of sale contained in a third purchase money mortgage dated May 2, 1958 from John E. Butler and Marjorie M. Butler, his wife, recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1201, folio 447, default having occurred thereunder, after having given due notice of the time, place, manner and the terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, the said mortgagees offered the property described in said mortgage at public auction at the Court House door in Annapolis, Maryland at 11:00 a.m. on Saturday, August 13, 1960, and then and there sold the said property, subject to a first mortgage thereupon dated May 2, 1958 to the United Federal Savings and Loan Association of Glen Burnie, Maryland recorded among said land records in Liber No. 1201, folio 439, together with a second 0.5 acre parcel described in the mortgage filed in No. 13,862 Equity which also was subject to the same first mortgage, at and for the total sum for the two parcels in the amount of Four Thousand Dollars ($4,000.00) to Robert Lee Brashears and

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1960 AUG 27 AM 11:32

D

Isabelle C. Brashears, being at that figure the highest bidders therefor. Pursuant to the annexed Stipulation as to Division of Proceeds between the respective holders of the two mortgages being foreclosed, the sale price attributable to the 0.59 acre parcel foreclosed in this cause is 59.57% of the $4,000.00 total price, or the amount of $2,382.80.

And the said mortgagees further report that they have received from the said purchasers a deposit of $500.00 which is being held by the undersigned solicitor as initial payment on the purchase price and for the expenses attending the ratification of said sale; and said mortgagees have obtained execution of the purchasers' agreement to comply with the terms of sale as shown on the annexed Certification of Purchase at Public Sale which is filed herewith and is prayed to be taken as a part hereof.

And the said mortgagees further state that said sale was fairly made to the highest bidders aforesaid.

And, as in duty bound, etc.

George M. Lee, Jr.

Ruth I. Lee

Mortgagees

John B. Wright

John B. Wright
Solicitor for Mortgagees

STATE OF PENNSYLVANIA, DELAWARE COUNTY:

I hereby certify that before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 25th day of August, 1960, personally appeared GEORGE M. LEE, JR. and RUTH I. LEE, his wife, mortgagees in the captioned matter, and they made oath in due form of law that the matters stated in the foregoing Report of Sale are true.

As Witness my hand and Notarial Seal.

William C. Broughton Jr.

Notary Public

WILLIAM C. BROUGHTON, JR.
NOTARY PUBLIC
Lansdowne, Delaware County, Pa.
My Commission Expires February 1, 1961

LIBER 127 PAGE 81

CERTIFICATION OF PURCHASE AT PUBLIC SALE

This is to certify that we have this day purchased at public auction at the Courthouse door in Annapolis, Maryland, from the mortgagees in the hereinafter described two mortgages the two parcels of property described in mortgages dated May 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1201, folio 443 and 447, subject to the operation and effect of a first mortgage on said two lots recorded in Liber G. T. C. 1201, folio 439, having a remaining principal balance on August 1, 1960 in the amount of $15, 661.95, at and for the sum of FOUR THOUSAND dollars ($4,~~000~~.~~00~~) and agree to comply with the terms of sale.

Witness my ~~hand~~ hand and seal this 13th day of August, 1960.

Witness:

John B. Wright

Robert Lee Brashears (SEAL)

Isabelle C. Brashears (SEAL)

CERTIFICATION OF SALE

This is to certify that I have on this day sold at public auction for the sum of FOUR THOUSAND dollars ($4,~~000~~.00) the above described two parcels of property, subject to the aforementioned first mortgage, to ROBERT LEE BRASHEARS & ISABELLE C. BRASHEARS, being at that price the highest bidder.

Witness my hand and seal on this 13th day of August, 1960.

Witness:

John B. Wright

Auctioneer

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1960 AUG 27 AM 11:32

12

GEORGE M. LEE, JR. and RUTH I. LEE, his wife, and EDNA M. LEE	:	IN THE
Plaintiffs	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
JOHN E. BUTLER and MARJORIE M. BUTLER, his wife	:	NOS. 13,861 and 13,862 EQUITY
Defendants	:	

: : : : : : : : : : :

STIPULATION AS TO DIVISION OF PROCEEDS

The parties to the above captioned two second mortgage foreclosure actions, having been required to sell their respective two parcels of improved real estate as one entity because both were subject to a single first mortgage, stipulate that the respective interests of the parties in the sale proceeds may be based on the last selling price of each parcel on May 2, 1958 as follows:

George M. Lee, Jr. and Ruth I. Lee, his wife:	59.57%
Edna M. Lee	40.43%

George M. Lee, Jr.

Ruth I. Lee

Edna M. Lee

John B. Wright
Solicitor for above parties

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1960 AUG 27 AM 11:32

13

LIBER 127 PAGE 83

ORDER NISI

GEORGE M. LEE, JR. and
RUTH I. LEE, his wife

versus

JOHN E. BUTLER and
MARJORIE M. BUTLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,861 Equity

Ordered, this 27th day of August, 1960, That the sale of the Property in these proceedings mentioned, made and reported by John B. Wright, Attorney

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.

The report states that the amount of sale was $ 2,382.80

FILED 1960 AUG 27 AM 11:32

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

GEORGE M. LEE, JR. and
RUTH I. LEE, his wife

versus

JOHN E. BUTLER and
MARJORIE M. BUTLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of October, 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. Ennis
JUDGE.

FILED
1960 OCT 11 PM 2:51

14

LIBER 127 PAGE 84 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 4, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,861

John E. Butler

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 3rd day of October, 1960. The first insertion being made the 1st day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wildman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,861 Equity

GEORGE M. LEE, JR. and RUTH I. LEE, his wife
versus
JOHN E. BUTLER and MARJORIE M. BUTLER, his wife

Ordered, this 27th day of August, 1960, That the sale of the Property in these proceedings mentioned, made and reported by John B. Wright, Attorney 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.

The report states that the amount of sale was $2,382.80.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

s-22

FILED

No. M. G. ---- 1960 OCT -5 AM 9:33

15

LIBER 127 PAGE 85

AFFIDAVIT OF NOTICE OF
FORECLOSURE TO MORTGAGEE
NOW SERVING IN MILITARY SERVICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared John B. Wright, attorney for the mortgagee(s) and plaintiff(s) in this cause, on this 10th day of October, 1960, and made oath in due form of law that he mailed notice on June 28, 1960 to the mortgagee-defendant in the military service, Major John E. Butler, 9 Homestead Circle, Hampton, New Hampshire; said notice advised this defendant of the scheduled foreclosure sale of his two parcels of real property, 0.59 acres and 0.5 acres in size, at 11 a.m. on Saturday, August 13, 1960 at the Court House door in Annapolis; and said defendant thereafter but prior to the August 13th sale wrote to his Anne Arundel County rent-collection agent, Realtor George E. Bryant of Beverley Beach, to acknowledge receipt of notice of the forthcoming foreclosure sale.

As witness the hand and seal of the affiant.

John B. Wright
John B. Wright

As witness my hand and notarial seal.

Barbara L. Lee
Notary Public

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1960 OCT 11 AM 9:57

1/2

In the Case of

George M. Lee

and

Ruth I. Lee, his wife

vs.

John E. Butler

and

Marjorie M. Butler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,861 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. Schlenz
Auditor.

October 21, 1960

Dr. George M. Lee and Ruth I. Lee, his wife vs. John E. Butler and Marjorie M. Butler, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	105	13	205	13
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	25		
Auditor - stating this account	13	50	53	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	80		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
American Surety Co. of N.Y.-bond premium	16	00		
Robert H. Campbell - auctioneer's fee	17	50		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	2	75		
Barbara L. Lee - notary fee		50		
Audrey L. Clevenger - notary fees	1	00	109	93
To George M. Lee, Jr., and Ruth I. Lee, his wife, mortgagees - this balance on account mortgage claim	2,087	87	2,087	87
			2,456	68
Amount of mortgage claim filed	2,261	25		
Interest @ 6% on principal balance of $2,000.00 from 7/1/60 to 11/22/60 - 145 days	48	67		
	2,309	92		
Cr. Amount allowed above	2,087	87		
Balance subject to decree in personam	222	05		

18

with John B. Wright, Attorney Cr.

1960						
Aug.	13	Proceeds of Sale	2,382	80		
		Interest on deferred payment of $2,084.95 to 10/14/60	21	56	2,404	36
		Refund 1960 State and County taxes ($136.43) - 140 days	52	32	52	32
					2,456	68

LIBER 127 PAGE 89

ORDER NISI

George M. Lee, Jr. and
Ruth I. Lee, his wife

VERSUS

John E. Butler
and
Marjorie M. Burler, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,861 Equity.

1960 OCT 22 AM 11:37

ORDERED, This 22nd 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 25th 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 25th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th 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 29 PM 2:41

O. Bowie Duckett

LIBER 127 PAGE 90 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. 13,861 Equity
George M. Lee, Jr., and Ruth I. Lee, his wife
VERSUS
JOHN E. BUTLER and MARJORIE M. BUTLER, his wife

Ordered, this 22nd 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 25th 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 25th day of November next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,861
Auditor's Account.

John E. Butler

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of November, 1960. The first insertion being made the 25th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17684 1960 NOV 28 AM 9:58 By H. Tilghman

21

LEER 127 PAGE 91

EDNA M. LEE	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	
JOHN E. BUTLER and MARJORIE M. BUTLER, his wife	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 13.862 EQUITY

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

ORDER TO DOCKET MORTGAGE FORECLOSURE

Mr. Clerk:

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

John B. Wright

John B. Wright
Solicitor for Plaintiff
12 Church Circle
Annapolis, Maryland
Colonial 7-7500

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1960 JUL -6 PM 2:57

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 127 PAGE 92
LIBER 1201 PAGE 443

13.86 v
Equity

Second purchase money
THIS MORTGAGE, Made this ~~2nd day of~~ second day of May

in the year nineteen hundred and fifty-eight by and between

JOHN E. BUTLER and, MARJORIE M. BUTLER, his wife,

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

EDNA M. LEE, , Mortgagee , of the second part:

Whereas, the said Mortgagors are indebted unto the said Mortgagee in the full and just sum of THREE THOUSAND DOLLARS ($3,000.00), as evidence of which the said Mortgagors have this day passed to the said Mortgagee their promissory note for said sum, payable five years after date with interest thereon at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of THIRTY DOLLARS ($30.00) including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the Mortgagors by deed recorded prior hereto.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagee, her heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the First Election Dist., the County aforesaid, and described as follows, to wit:—~~Beginning for~~

CONTAINING one-half acre, more or less, being the secondly described parcel more particularly described by metes and bounds in a deed to the within-named Mortgagors by Edna M. Lee, Widow, et al, said deed dated May 2nd, 1958 and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

FILED
1960 JUL -6 PM 2:57

2

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, her heirs and assigns, forever.

Provided, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Three Thousand ~~Five Hundred~~ ---------- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor shereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor shereby also authorize the said Mortgagee, her personal representatives, or assigns, or Wm. W. Townshend, Jr., duly authorized Attorney or Agent

of the said Mortgagee , his personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, her executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Three Thousand ~~Dollars~~ ---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , her executors, administrators or assigns, to the extent of her lien or claim hereunder.

Witness the hand s and seal s of the said Mortgagors:

TEST:

Nellie Watanabe
Nellie Watanabe
3218 A Sierra Dr. Hon.
George T. Fusuma
George T. Fusuma

John E Butler
John E. Butler [SEAL]

Marjorie M. Butler
Marjorie M. Butler [SEAL]

[SEAL]

~~State of Maryland~~, TERRITORY OF HAWAII
~~County of~~ Honolulu , ss:

I Hereby Certify, that on this ~~23rd day of~~ 2nd day of May in the year one thousand nine hundred and fifty-eight before me, a Notary Public of the ~~State of Maryland~~ Territory of Hawaii, in and for the County of Honolulu aforesaid, personally appeared John E. Butler and Marjorie M. Butler, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. ~~At the same time also appeared~~ ~~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.

George T. Fusuma
Notary Public

Notary Public, ~~First Judicial~~ Territory of Hawaii
My Commission Expires February 12, 1959

George T. Fusuma
Notary Public

LIBER 127 PAGE 95

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of May, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edna M. Lee, Widow, and made oath in due form of law that the consideration set forth in the said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial seal.

Alice Gary

Alice Gary, Notary Public

7.50.

Rec'd for record May 5 1958 at 2:51 P.M.

Mailed to Wm. W. Townshend, Jr.

WILLIAM W. TOWNSHEND, JR

LIBER 1201 PAGE 446

Second purchase money

MORTGAGE

FROM

John E. Butler and

Marjorie M. Butler, his wife

TO

Edna M. Lee (3)

BLOCK NO.

Received for Record May 5, 1958 at 2:51 o'clock P.M. Same day recorded in Liber No. 1201 Folio 446 &c., Records of Anne Arundel County and examined per

Cost of Record, $ 7.50, Clerk.

The Daily Record Co., Baltimore, Md.

LIBER 127 PAGE 96

AFFIDAVIT OF NON-MILITARY SERVICE OF ONE DEFENDANT AND OF MILITARY SERVICE OF OTHER DEFENDANT

13.862 Equity

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

I hereby certify that, on this 6th day of July, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, JOHN B. WRIGHT, attorney for the plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant,

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Marjorie M. Butler, is not in the military service of any nation allied with the United States, has not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended, is not a member of the Enlisted Reserve corps who has been ordered to report for military service and is not in the military service of the United States of America, and that the other defendant, John E. Butler, is in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 6th day of July, 19 60.

Notarial Seal

Audrey R. Cleavenger, Notary Public

My Commission will expire on: May 1, 1961.

Filed,

FILED

1960 JUL -6 PM 2:57

6

EDNA M. LEE LIBER 127 PAGE 97

IN THE

Plaintiff :

CIRCUIT COURT FOR

v. :

JOHN E. BUTLER and MARJORIE M. BUTLER, his wife : ANNE ARUNDEL COUNTY

Defendants : NO. 13,862 EQUITY

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

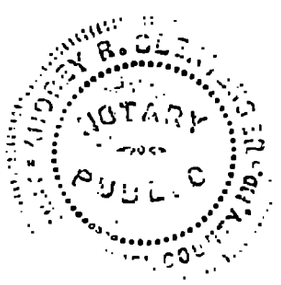
STATEMENT OF MORTGAGE CLAIM

Mortgage balance after last payment on July 9, 1959	$3,056.37
6% interest to July 1, 1960	183.21
Total	$3,239.58

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that on this 1st day of July, 1960, personally appeared JOHN B. WRIGHT, solicitor for the captioned mortgage, and in accordance with Rule 1391 c. 3.(c) made oath in due form of law as attorney for the named mortgagee that the foregoing is a true statement of the amount due under the mortgage filed in this proceeding.

As witness my hand and notarial seal.



Audrey R. Cleavenger

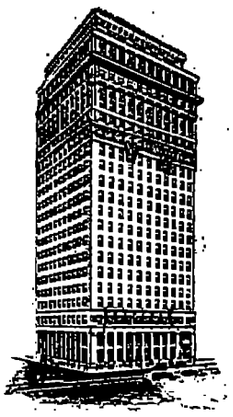
Audrey R. Cleavenger
Notary Public

FILED

1960 JUL -6 PM 2:57

7

LIBER 127 PAGE 98
LIBER 10 PAGE 333



COMPANY'S HOME OFFICE BUILDING
100 BROADWAY, NEW YORK.

American Surety Company
OF NEW YORK.

ORGANIZED 1884.

No. 13,862 EQUITY

MORTGAGE FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS, That ~~we,~~ I, Edna M. Lee _____, as Principal, and American Surety Company of New York, a body corporate of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand 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 12th day of August, nineteen hundred and sixty.

WHEREAS, by virtue of a power of sale contained in a mortgage from John E. and Marjorie M. Butler to Edna M. Lee bearing date on or about the second day of May nineteen hundred and fifty eight the said undersigned principal is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said undersigned principal is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Edna M. Lee do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Bond approved: this 15 day of August 1960

George T. Cromwell, Clerk

_____ (SEAL)

Edna M. Lee (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK

By: _____

Attorney-in-Fact

Filed
1960 August 15 AM.

8

OFFICE OF

LIBER 127 PAGE 99

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 16, 1960

We hereby certify, that the annexed

Mortgage Sale

John E. Butler

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of August, 1960. The first insertion being made the 21st day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG 16 By Marie Pate

Legal Notice

JOHN B. WRIGHT
Attorney at Law
12 Church Circle
Annapolis, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of a power of sale contained in two mortgages from John E. Butler and Marjorie M. Butler, his wife, dated May 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1201, folio 443 and 447, default having occurred thereunder, the undersigned Attorney will offer for sale at the Court House door, Annapolis, on

Sat., August 13, 1960 at 11:00 A. M.

All those lots of ground situate, lying and being in the First Election District of Anne Arundel County described as follows:

1. All of the 0.59 acre parcel on the East side of the Mayo-Beverley Beach Road which was the first parcel described in a deed dated May 21, 1958 to John E. Butler and wife and recorded among said land records in Liber G.T.C. No. 1201, folio 436. This is improved with a two-story house with two bedrooms and bath on first floor, living room with fireplace, dinette, kitchen, full basement with oil burner and hot air heat, screened in side porch, and stairway to unfinished attic upstairs.

2. All of the 0.5 acre parcel on the East side of the Mayo-Beverley Beach Road which was the second parcel described in a deed dated May 21, 1958 to John E. Butler and wife and recorded among said land records in Liber G.T.C. No. 1201, folio 436. This parcel is improved with a two-story house, asbestos shingled, tin roof, with two large bedrooms and one small bedroom, bathroom, living room, dining room, kitchen, utility room, screened in front porch and enclosed back porch.

Both parcels will be sold subject to the operation and effect of a first mortgage on said two lots dated May 2, 1958 to the United Federal Savings and Loan Association of Glen Burnie, Maryland, recorded among said land records in Liber G.T.C. No. 1201, folio 439, payable as to principal and interest at $119 per month with a remaining balance as of May 30, 1960, in the amount of $15,702.44.

TERMS OF SALE: A cash deposit will be required of $500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest at 6 per cent from date of sale. All taxes and public charges to be adjusted to date of sale.

JOHN B. WRIGHT
Attorney
ROBERT H. CAMPBELL
Auctioneer

A-11

EDNA M. LEE LIBER 127 PAGE 100 IN THE

Plaintiff :

v. : CIRCUIT COURT FOR

JOHN E. BUTLER and MARJORIE M. BUTLER, his wife : ANNE ARUNDEL COUNTY

Defendants : NO. 13,862 EQUITY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Edna M. Lee, by John B. Wright, her solicitor, respectfully shows:

That under and by virtue of a power of sale contained in a second purchase money mortgage dated May 2, 1958 from John E. Butler and Marjorie M. Butler, his wife, recorded amont the Land Records of Anne Arundel County in Liber G. T. C. No. 1201, folio 443, default having occurred thereunder, after having given due notice of the time, place manner and the terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, the said mortgagee offered the property described in said mortgage at public auction at the Court House door in Annapolis, Maryland at 11:00 a.m. on Saturday, August 13, 1960, and then and there sold the said property, subject to a first mortgage thereupon dated May 2, 1958 to the United Federal Savings and Loan Association of Glen Burnie, Maryland recorded among said land records in Liber No. 1201, folio 439, together with a second 0.59 acre parcel described in the mortgage filed in No. 13,861 Equity which also was subject to the same first mortgage, at and for the total sum for the two parcels in the amount of Four Thousand Dollars ($4,000.00) to Robert Lee Brashears and Isabelle C. Brashears, being at that figure the highest bidders therefor.

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1960 AUG 27 AM 11:31

10

Pursuant to the annexed Stipulation as to Division of Proceeds between the respective holders of the two mortgages being foreclosed, the sale price attributable to the 0.5 acre parcel foreclosed in this cause is 40.43% of the $4,000.00 total price, or the amount of $1,617.20.

And the said mortgagee further reports that she has received from the said purchasers a deposit of $500.00 which is being held by the undersigned solicitor as initial payment on the purchase price and for the expenses attending the ratification of said sale; and said mortgagee has obtained execution of the purchasers' agreement to comply with the terms of sale as shown on the annexed Certification of Purchase at Public Sale which is filed herewith and is prayed to be taken as a part hereof.

And the said mortgagee further states that said sale was fairly made to the highest bidders aforesaid.

And, as in duty bound, etc.

Edna M. Lee

Edna M. Lee

John B. Wright

John B. Wright
Solicitor for Mortgagee

STATE OF PENNSYLVANIA, DELAWARE COUNTY:

I hereby certify that before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 25th day of August, 1960, personally appeared EDNA M. LEE, mortgagee in the captioned matter, and she made oath in due form of law that the matters stated in the foregoing Report of Sale are true.

As Witness my hand and Notarial Seal.

William C. Broughton, Jr.
Notary Public

WILLIAM C. BROUGHTON, JR.
NOTARY PUBLIC
Lansdowne, Delaware County, Pa.
My Commission Expires February 1, 1964

NOTARY PUBLIC

LIBER 127 PAGE 102

CERTIFICATION OF PURCHASE AT PUBLIC SALE

This is to certify that We have this day purchased at public auction at the Courthouse door in Annapolis, Maryland, from the mortgagees in the hereinafter described two mortgages the two parcels of property described in mortgages dated May 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1201, folio 443 and 447, subject to the operation and effect of a first mortgage on said two lots recorded in Liber G. T. C. 1201, folio 439, having a remaining principal balance on August 1, 1960 in the amount of $15, 661.95, at and for the sum of FOUR THOUSAND dollars ($4,000.00) and agree to comply with the terms of sale.

Witness my our hand and seal this 13th day of August, 1960.

Witness:

John B. Wright

Robert Lee Brashears (SEAL)

Isabelle C. Brashears (SEAL)

CERTIFICATION OF SALE

This is to certify that I have on this day sold at public auction for the sum of FOUR THOUSAND dollars ($4,000.00) the above described two parcels of property, subject to the aforementioned first mortgage, to ROBERT LEE BRASHEARS & ISABELLE C. BRASHEARS, being at that price the highest bidder.

Witness my hand and seal on this 13th day of August, 1960.

Witness:

John B. Wright

Auctioneer

FILED

1960 AUG 27 AM 11:32

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

12

GEORGE M. LEE, JR. and RUTH I. LEE, his wife, and EDNA M. LEE	LIBER 127 PAGE 103	IN THE
Plaintiffs	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
JOHN E. BUTLER and MARJORIE M. BUTLER, his wife	:	NOS. 13,861 and 13,862 EQUITY
Defendants	:	

: : : : : : : : : : :

STIPULATION AS TO DIVISION OF PROCEEDS

The parties to the above captioned two second mortgage foreclosure actions, having been required to sell their respective two parcels of improved real estate as one entity because both were subject to a single first mortgage, stipulate that the respective interests of the parties in the sale proceeds may be based on the last selling price of each parcel on May 2, 1958 as follows:

George M. Lee, Jr. and Ruth I. Lee, his wife:	59.57%
Edna M. Lee	40.43%

George M. Lee, Jr.

Ruth I. Lee

Edna M. Lee

John B. Wright
Solicitor for above parties

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1960 AUG 27 AM 11:32

/S

ORDER NISI

LIBER 127 PAGE 104

EDNA M. LEE

versus

JOHN E. BUTLER and
MARJORIE M. BUTLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,862 Equity

Ordered, this 27th day of August, 19 60, That the sale of the Property in these proceedings mentioned made and reported by John B. Wright, Attorney

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.

The report states that the amount of sale was $ 1,617.20

FILED 1960 AUG 27 am 11:31

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EDNA M. LEE

versus

JOHN E. BUTLER and
MARJORIE M. BUTLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of October, 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 A. Evans
JUDGE.

FILED
1960 OCT 11 PM 2:52

14

LIBER 127 PAGE 105

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,862 Equity

EDNA M. LEE
versus
JOHN E. BUTLER and
MARJORIE M. BUTLER, his wife

Ordered, this 27th day of August, 1960. That the sale of the Property in these proceedings mentioned, made and reported by John B. Wright, Attorney 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.

The report states that the amount of sale was $1,617.20.

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

OFFICIAL

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 4, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,162
John E. Butler

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 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. _____ 1960 OCT -5 AM 9:33 By W. Wilgus

5

LIBER 127 PAGE 106

AFFIDAVIT OF NOTICE OF FORECLOSURE TO MORTGAGEE NOW SERVING IN MILITARY SERVICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared John B. Wright, attorney for the mortgagee(s) and plaintiff(s) in this cause, on this 10th day of October, 1960, and made oath in due form of law that he mailed notice on June 28, 1960 to the mortgagee-defendant in the military service, Major John E. Butler, 9 Homestead Circle, Hampton, New Hampshire; said notice advised this defendant of the scheduled foreclosure sale of his two parcels of real property, 0.59 acres and 0.5 acres in size, at 11 a.m. on Saturday, August 13, 1960 at the Court House door in Annapolis; and said defendant thereafter but prior to the August 13th sale wrote to his Anne Arundel County rent-collection agent, Realtor George E. Bryant of Beverley Beach, to acknowledge receipt of notice of the forthcoming foreclosure sale.

As witness the hand and seal of the affiant.

John B. Wright

John B. Wright

As witness my hand and notarial seal.

Barbara L. Lee

Barbara L. Lee
Notary Public

BARBARA L. LEE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1960 OCT 11 AM 9:57

16

LIBER 127 PAGE 107

In the Case of

Edna M. Lee

vs.

John E. Butler

and

Marjorie M. Butler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,862 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. Ecklund

Auditor.

October 21, 1960

Dr. in ac.

Edna M. Lee vs. John E. Butler and Marjorie M. Butler, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	81	11	181	11
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	25		
Auditor - stating this account	13	50	53	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	29	72		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
American Surety Co. of N.Y. -bond premium	16	00		
Robert H. Campbell - auctioneer's fee	17	50		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	2	20		
Barbara L. Lee - notary fee		50		
Audrey L. Cleavenger - notary fees	1	00	95	02
To Edna M. Lee, mortgagee - this balance on account mortgage claim	1,345	21	1,345	21
			1,675	09
Amount of mortgage claim filed	3,239	58		
Interest @ 6% on principal balance of $3,056.37 from 7/1/60 to 11/22/60 - 145 days	74	37		
	3,313	95		
Cr. Amount allowed above	1,345	21		
Balance subject to decree in personam	1,968	74		

If

with John B. Wright, Attorney Cr.

1960						
Aug.	13	Proceeds of Sale	1,617	20		
		Interest on deferred payment of $1,415.20 to 10/14/60	14	62	1,631	82
		Refund 1960 State and County taxes ($112.82) adjusted to 8/13/60 - 140 days	43	27	43	27
					1,675	09

ORDER NISI

LIBER 127 PAGE 110

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Edna M. Lee

VERSUS

John E. Butler

and

Marjorie M. Butler, his wife

No. 13,862 Equity.

1960 OCT 22 AM 11:37 FILED

ORDERED, This 22nd 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 25th 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 25th day of November next.

George F. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th 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 29 PM 2:21

O. Bowie Duckett

LIBER 127 PAGE 111

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. 13,862 Equity
Edna M. Lee
VERSUS
JOHN E. BUTLER and MARJORIE M. BUTLER, his wife

Ordered, this 22nd 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 25th 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 25th day of November next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,862 Auditor Account John E. Butler was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of November, 1960. The first insertion being made the 25th day of October, 1960.

FIL[illegible]

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 124[illegible] NOV 28 AM 9:52

By H. Tilghman

PETITION FOR FORECLOSURE

LIBER 127 PAGE 112

13,873

THE SMALLWOOD DEVELOPMENT CORPORATION,
a Body Corporate of the State of
Maryland
10 E. Fayette Street
Baltimore 2, Maryland

VS

Frederick W. Potter and
Beth D. Potter, his wife,
Route 8 - Box 311 A
Pasadena, Maryland

IN THE Equity
CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY

TO THE HONORABLE, the JUDGE OF SAID COURT:

The petition of the Plaintiff respectfully presents unto your Honor -

That on the 23rd day of March A.D. 1959, the defendants executed and delivered to the Plaintiff a mortgage upon certain fee simple lots located in the third Election District of Anne Arundel County, therein described, to secure the payment of the mortgage debt of $3500.00 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. And whereas said mortgage is now in default.

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

10 East Fayette Street
Baltimore 2, Maryland
Attorney for Plaintiff

FILED

1960 JUL 12 AM 11:20

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 127 PAGE 113
BOOK 1282 PAGE 509

PETITIONER'S EXHIBIT NO. 1

13.873
Equity

Purchase Money.

THIS MORTGAGE, Made this 23rd day of March

in the year nineteen hundred and fifty-nine by and between

FREDERICK W. POTTER and BETH D. POTTER, his wife,
Mortgagors of the City of Baltimore in the State of Maryland, of the first part, and
THE SMALLWOOD DEVELOPMENT CORPORATION, a body corporate of the State of
Maryland, , Mortgagee , of the second part:

Whereas, the said Mortgagors are indebted unto the said Mortgagee in the sum of Three Thousand Five Hundred Dollars ($3,500.00) being money advanced by the said Mortgagee to the said Mortgagors, and used by the said Mortgagors as part payment of the purchase price of the hereinafter described lots of ground, and to secure the prompt payment of said indebtedness the said Mortgagors have this day executed their promissory note in the sum of Three Thousand Five Hundred Dollars ($3,500.00) with interest at the rate of 6%, payable at the rate of $42.64 per month, the first payment commencing thirty days from the date hereof, with the entire remaining unpaid balance due and payable three years from the date hereof; and to further secure the prompt payment of said indebtedness, these presents are executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Frederick W. Potter and Beth D. Potter, his wife,

do grant and convey unto The Smallwood Development Corporation, a body corporate, its successors and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in the County of Anne Arundel aforesaid, and described as follows, to wit: ~~Beginning for~~

BEING Lots No. 33-34 and 36 located in the Third Election District of Anne Arundel County as shown on Plat No. 2 of Riviera Isles, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 11.

BEING the same Lots of ground as those described in a Deed of even date herewith and recorded, or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was granted and conveyed by The Smallwood Development Corporation, a body corporate, unto Frederick W. Potter and Beth D. Potter, his wife.

FILED
1960 JUL 12 AM 11:20

LIBER 127 PAGE 114
BOOK 1282 PAGE 510

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of The Smallwood Development Corporation, its successors ~~heirs~~ and assigns, forever.

Provided, that if the said Frederick W. Potter and Beth D. Potter, his wife, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Three Thousand Five Hundred ($3,500.00)- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its personal representatives, or assigns, or Hyman P. Tatelbaum duly authorized Attorney or Agent

of the said Mortgagee , its personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

LIBER 127 PAGE 115

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

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Three Thousand Five Hundred ($3,500.00)- - - - - - - - - - - - - - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , its executors, administrators or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seals of said Mortgagors. BOOK 1282 PAGE 511

TEST:

Elizabeth A. Terifay

Frederick W. Potter [SEAL]

Beth D. Potter [SEAL]

[SEAL]

State of Maryland, City of Baltimore , ss:

I Hereby Certify, that on this 23rd day of March in the year one thousand nine hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared FREDERICK W. POTTER and BETH D. POTTER, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Hyman P. Tatelbaum, President of The Smallwood Development Corporation and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

ELIZABETH A. TERIFAY NOTARY PUBLIC BALTIMORE, MD.

Elizabeth A. Terifay
Notary Public

Recd for record Mar 26, 1959 at 12:32 P.M. 800

Married to Hyman P. Tatelbaum

MILITARY AFFIDAVIT under the Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

13.873 Equity

LIBER 127 PAGE 116

THE SMALLWOOD DEVELOPMENT CORPORATION a body Corporate of the State of Maryland 10 E. Fayette Street Baltimore 2, Maryland	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
VS.	:	
FREDERICK W. POTTER and BETH D. POTTER, his wife Route 8--Box 311 A Pasadena, Maryland	:	

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 Hyman P. Tatelbaum, President, of The Smallwood Development Corporation, 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 Service Training 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.

Hyman P. Tatelbaum
Affiant

Subsribed and swonn to before me this 7th day of July, 1960.

Elizabeth A. Tenfay
Notary Public

ELIZABETH A. TENFAY NOTARY PUBLIC BALTIMORE, MD.

FILED
1960 JUL 12 AM 11:20

6

STATEMENT OF MORTGAGE CLAIM

LIBER 127 PAGE 117

13,873 Equity

THE SMALLWOOD DEVELOPMENT CORPORATION : IN THE
a body Corporate of the State of Maryland :
10 E. Fayette Street
Baltimore 2, Maryland : CIRCUIT COURT

: OF

VS.

: ANNE ARUNDEL COUNTY

FREDERICK W. POTTER and
BETH D. POTTER, his wife :
Route 8-Box 311 A
Pasadena, Maryland :

:

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage—March 23, 1959		$3500.00
Payments on account:		
May 29, 1959	$22.50	
July 10, 1959	22.50	
October 20, 1959	22.50	
November 24, 1959	22.50	
December 30, 1959	22.50	
Total Credits		112.50
Interest from January 1, 1960 to June 30, 1960		101.52
Balance due Mortgagee		$3489.02

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 7th day of July 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 Hyman P. Tatelbaum, President, of the Smallwood Development Corporation, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statment of the amount of the mortgage claim under the mortgage filed in the said cause now remaing due and unpaid.

As witness my hand and notarial Seal,

Elizabeth A. Terefay
Notary Public

FILED

1960 JUL 12 AM 11:20

7

DECREE FOR THE SALE OF MORTGAGE PREMISES

LIBER 127 PAGE 118

13,873 Equity

THE SMALLWOOD DEVELOPMENT CORPORATION
A Body Corporate of the State of Maryland
10 E. Fayette Street
Baltimore 2, Maryland

IN THE

VS

CIRCUIT COURT

OF

Frederick W. Potter and
Beth D. Potter, his wife,
Route 8 -Box 311 A
Pasadena, Maryland

ANNE ARUNDEL COUNTY

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 13th day of July, in the year Nineteen Hundred and Sixty, by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY, ADJUDGED, ORDERED AND DECREED, that the Mortgaged Property in the proceedings mentioned be sold , at or after any one of the periods limited in the Mortgage filed for the forfeiture of said Mortgage; that Hyman P. Tatelbaum be and he is hereby appointed Trustee to make said sale, and that the course and manner of this proceedings shall be as follows: That 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($3500.00) Thirty-five Hundred 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 sale, having given at least Three Weeks notice by advertisement, inserted in such daily newspapers published in Anne Arundel County, as he shall think proper, of the time , place, manner and terms of sale, which shall be CASH; and as soon may be convenient after any such sale, the said Trustee shall return to this Court a full and particular account of his proceeding, relative, to the sale; with an affidavit annexed of the truth thereof, and of the fairness of the sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, 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, it, or their personal representatives, successors, and assigns, the property and estate to him, her, or them sold, free, clear and discharged from all claims of the parties hereto, PETITIONER and MORTGAGOR and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill attention, and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale 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.

Judge

FILED

1960 JUL 13 PM 2:21

8

No. 13873 Equity

[TRUSTEE'S BOND.] LIBER 10 PAGE 318 The Jeffersonian Print.

Know All Men By These Presents: LIBER 127 PAGE 119

That we, Hyman P. Tatelbaum -
10 E. Fayette Street - Baltimore 2, Maryland
and The Fidelity and Casualty Company of New York (a corporation of the State of New York are held and firmly bound unto the State of Maryland in the full and just sum of Thirty-five Hundred and no/100---------- ($3500.)
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 19th day of July in the year nineteen hundred and sixty

Anne Arundel

WHEREAS, by decree of the Circuit Court for ~~XXXXXX~~ County, sitting in Equity, passed in a cause in said court on the ---------- day of ---------- nineteen hundred and ----------
between The Smallwood Development Corporation
complainants, and Frederick W. Potter and Beth D. Potter, his wife
---------- respondents.
the above bound Hyman P. Tatelbaum
---------- ha s been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned: Property: Lots 33-34-36 Juneway Riviera Isle - 3rd District - AA Co., Md.

Now The Conditions Of This Obligation Are Such

That if the above bounden Hyman P. Tatelbaum
---------- do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Hyman P. Tatelbaum [SEAL]

Elizabeth A. Tenfay

Anne Lathroum

Anne Lathroum, as to surety

---------- [SEAL]

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK [SEAL]

By: Robert S. Zetzer, Attorney-In-Fact

---------- [SEAL]

Bond approved this 28 day of July, 1960

George T. Cromwell, Clerk

FILED

1960 JUL 28 AM 9:57

9

HYMAN P. TATELBAUM
Solicitor
10 E. Fayette Street
Baltimore 2, Maryland

Trustee's Sale

THREE FEE-SIMPLE UNIMPROVED BUILDING LOTS

KNOWN AS LOTS NOS. 33-34 and 36 SITUATED ON JUNEWAY (JUST OFF FT. SMALLWOOD RD.) 3rd Elec. District of Anne Arundel County, Maryland.

By Virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, (13,873), the undersigned Trustee will sell at public auction, on the premises, on

Tues., August 16, 1960 at 2 o'clock P. M.

ALL THOSE 3 lots of ground situated in the 3rd election district of Anne Arundel County, and described as follows:

BEING Lots Nos. 33-34 and 36, located in the 3rd Election District of Anne Arundel County, as shown on Plat No. 2 of RIVIERA ISLES, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 26 Folio 11. Lot No. 33 being 150' by 283', more or less; Lot No. 34—75'x450', more or less; Lot No. 36—150'x299', more or less: Being in fee-simple. Subject to any and all agreements, restrictions, etc., of recorded affecting same, if any.

TERMS OF SALE: Cash. A deposit of $400.00 at time of sale. Balance cash upon ratification of sale by the Circuit Court of Anne Arundel County, Interest to be charged on unpaid purchase money from date of sale to date of settlement. All expenses adjusted to date of sale.

HYMAN P. TATELBAUM,
Trustee,
A. J. BILLIG & CO.,
Auctioneers
16 E. Fayette Street
Baltimore 3, Md.
Plaza 2-8440

A-1

No. M. G. 16092

10

OFFICE OF
LIBER 127 PAGE 120

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 17, 1960

We hereby certify, that the annexed

Trustee's Sale — Equity 13,873

Lots Nos. 33-34 and 36

Riviera Isles

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 August, 1960. The first insertion being made the 21st day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG 17 PM 3

Marie Tate

REPORT OF SALE

LIBER 127 PAGE 121

THE SMALLWOOD DEVELOPMENT CORPORATION, a Body Corporate of the State of Maryland 10 E. Fayette Street Baltimore 2, Maryland	IN THE
VS.	CIRCUIT COURT OF ANNE ARUNDEL COUNTY
FREDERICK W. POTTER and BETH D. POTTER, his wife Route 8-Box 311 A Pasadena, Maryland	IN EQUITY 13, 873

TO THE HONORABLE JUDE OF THE

CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The report of Hyman P. Tatelbaum, Trustee, appointed by the decree in the above entitled cause, to make sale of Lots Nos. 33, 34, and 36, located in the Third Election District of Anne Arundel County, as shown on Plat No. 2 of Riviera Isles, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 11, 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, 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 TUESDAY the 16th day of August, 1960 at 2:00 O'clock P.M. attend on the premises and then and there sold the aforementioned lots to the Smallwood Development Corporation, for $2500.00, it being the highest bidder.

Hyman P. Tatelbaum, Trustee

FILED
1960 AUG 20 AM 9:19

STATE OF MARYLAND, CITY OF BALTIMORE, SECT:

I HEREBY CERTIFY, That on this 17th day of August 1960 before me, the subscribed, A Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Hyman P. Tatelbaum, Trustee, and made Oath that the facts sated 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,

Elizabeth A. Tenfay
Notary Public

ORDER NISI

LIBER 127 PAGE 122

THE SMALLWOOD DEVELOPMENT CORPORATION

a body Corporate of the State of Maryland

versus

Frederick W. Potter and

Beth D. Potter, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,873 Equity

Ordered, this 20th day of August, 19 , That the sale of the Property in these proceedings mentioned made and reported by Hyman P. Tatelbaum, Trustee

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.

The report states that the amount of sale was $ 2500.00

True Copy,

George T. Cromwell Clerk.

FILED
1960 AUG 20 AM 9:19

TEST: _____ Clerk.

(Final Order)

THE SMALLWOOD DEVELOPMENT CORPORATION

a body Corporate of the State of Maryland

versus

Frederick W. Potter and

Beth D. Potter, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 27th day of September, 1960, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE.

FILED

1960 SEP 27 PM 3:35

12

LIBER 127 PAGE 123

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. 13,873 Equity

The Smallwood Development Corporation a body Corporate of the State of Maryland

versus

FREDERICK W. POTTER and BETH D. POTTER, his wife

Ordered, this 20th day of August, 190, That the sale of the Property in these proceedings mentioned made and reported by Hyman P. Tatelbaum, Trustee 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.

The report states that the amount of sale was $2500.00.

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 Equity 13,873

Frederick W. Potter

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 September, 1960. The first insertion being made the 25th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By [signature]

FILED

No. M. C. 16647 1960 SEP 19 AM 11:16

13

LIBER 127 PAGE 124

In the Case of

The Smallwood Development Corporation,
a body corporate, etc.
vs.
Frederick W. Potter
and
Beth D. Potter, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,873 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

October 19, 1960

Laura K. Jacklin
Auditor.

FILED
1960 OCT 31 AM 10:30

Dr. in ac.

The Smallwood Development Corporation, a body corporate of the State of Maryland vs. Frederick W. Potter and Beth D. Potter, his wife

To Trustee for Fee, viz:	100	00			
To Trustee for Commissions, viz:	107	81	207	81	
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	49	00			
Capital-Gazette Press - order nisi (sale)	15	00			
Capital-Gazette Press - order nisi (acct)	12	00			
The Sun - advertising sale	44	70			
Daily Record - advertising sale	22	94			
Fidelity & Casualty Co. of N.Y.-bond premium	14	00			
A. J. Billig & Co. - auctioneer's fee	25	00			
One-half Federal documentary stamps	1	37			
One-half State and County documentary stamps	2	75			
Elizabeth A. Terifay - notary fees	1	50	188	96	
To The Smallwood Development Corporation, mortgagee - this balance on account mortgage claim	2,077	33	2,077	33	
			2,524	90	
Amount of mortgage claim filed	3,489	02			
Interest on principal balance of $3,387.50 @ 6% from 6/30/60 to 11/30/60 - 5 months	83	68			
	3,572	70			
Cr. Amount allowed above	2,077	33			
Balance subject to decree in personam	1,495	37			

with

Hyman P. Tatelbaum, Trustee

Cr.

1960						
Aug.	16	Proceeds of Sale	2,500	00		
		Interest on deferred payment of $2,100.00 to 9/27/60	12	50	2,512	50
		Refund 1960 State and County taxes- 3 months 4 days	12	40	12	40
					2,524	90

ORDER NISI LIBER 127 PAGE 127

The Smallwood Development Corp., a body corporate of the State of Maryland
VERSUS
Frederick W. Potter
and
Beth D. Potter, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,873 Equity.

1960 OCT 31 PM 10:30

ORDERED, This 31st 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 5th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of December, 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 DEC -6 PM 3:07

O. Bowie Duckett

1-7

OFFIC')F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 128

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,873 Equity

The Smallwood Development Corp., a body corporate of the State of Maryland

versus

FREDERICK W. POTTER and BETH D. POTTER, his wife

Ordered, this 31st 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 5th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,873

Auditor Account

Frederick W. Potter

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of December, 1960. The first insertion being made the 31st day of November, 1960

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tidgewell

FILED

No. M. G. 17 1960 NOV 28 AM 9:52

18

LIBER 127 PAGE 129

LOUISE M. CAMPION, A/K/A Mary Louise Campion 205 Union Avenue Altoona, Pennsylvania	*	IN THE CIRCUIT COURT
VS.	*	FOR
JOHN ROBERT CAMPION 2010 S. Governor Ritchie Highway Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY
and	*	NO. 13327 , EQUITY
COUNTY TRUST COMPANY OF MARYLAND Glen Burnie, Maryland	*	

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

BILL FOR PARTITION
AND
SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix complaining, says:

1. That she is the owner of a one-half undivided interest in certain improved real property situate on the Southwest side of Ritchie Highway, Third Election District of Anne Arundel County, Maryland, and consisting of 4.62 acres of land improved by a dwelling. Said land being particularly described in a Deed from Mamie E. Kraushaar, widow, et al, to John Robert Campion and Mary Louise Campion, his wife, as tenants by the entirety, dated December 10, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 505, folio 383. A Certified Copy of said deed is attached hereto as Plaintiff's Exhibit No. 1. That your Petitioner and the Defendant John Robert Campion, are divorced by virtue of a decree of the Court of Common Pleas of Blair County, State of Pennsylvania, dated March 10, 1959, a Certified Copy of said decree being filed herewith as Plaintiff's Exhibit No. 2.

2. That the aforesaid property is subject to the lien of a certain mortgage from John Robert Campion and Mary Louise Campion, his wife, to County Trust Company of Maryland, dated October 8, 1953, and recorded among the aforesaid Land Records in Liber J.H.H. 789, folio 348, in the original amount of Six Thousand Five Hundred Dollars ($6,500.00).

3. That the aforesaid real property is not susceptible to equitable partition in kind among the parties entitled thereto without material loss or injury.

4. That it is necessary that this property be sold and the net proceeds of sale distributed among the parties entitled thereto as their interests may appear.

TO THE END, THEREFORE,

A. That a Trustee or Trustees may be appointed by this Court to sell the real estate mentioned in these proceedings and that said Trustee or Trustees shall grant and convey said property to the purchaser or purchasers by a good and merchantable title, free and clear of any and all claims of the parties to this cause or of anyone claiming by, through or under them.

B. That the proceeds of sale, after the payment of costs and expenses of this suit, be distributed to the parties entitled thereto as their interests may appear.

C. That your Petitioner may have such other and further relief as her case may require.

AND AS IN DUTY BOUND, ETC.

Louise M. Campion

Louise M. Campion, Petitioner

John H. Hopkins IV

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Tel. CO 3-3551
Solicitor for Petitioner

STATE OF PENNSYLVANIA, COUNTY OF BLAIR, TO WIT:

I HEREBY CERTIFY, that on this 25 day of ~~May~~ June, 1959, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Louise M. Campion, Plaintiff in the foregoing Bill for Partition and Sale of Real Estate, and she made Oath in due form of law that the matters and facts set forth in said Petition are true to best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

ABRAHAM COLBUS—Notary Public
My Commission Exp
January 7, 196
238 Central Trust Building
City of Altoona, County of Blair
and Commonwealth of Pennsylvania

Abraham Colbus
Notary Public

No. 13,327 Equity

This Deed, Made this 10th day of December in the year one thousand nine hundred and forty eight, by and between

Mamie E. Kraushaar, Widow and John M. Kraushaar, her son, and Anna M. Kraushaar, his wife,

of the City of Baltimore in the State of Maryland, of the first part, and

John Robert Campion and Mary Louise Campion, his wife, of Anne Arundel County in the State of Maryland,

of the second part.

Witnesseth, that in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged,

the said Mamie E. Kraushaar, Widow and John M. Kraushaar, her son, and Anna M. Kraushaar, his wife,

do grant and convey unto the said John Robert Campion and Mary Louise Campion, his wife, as tenants by entireties, their assigns, the survivor of them, and the survivor's - heirs and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being in

Anne Arundel County, aforesaid, and described as follows, that is to say:—

Beginning for the same on the southwesternmost side of Ritchie Highway at the beginning of the land which by a deed dated August 12, 1946, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 375 folio 355, &c., was conveyed by Walter K. Bachrack and wife to John M. Krauschaar, et al, and running thence bounding on the southwesternmost side of Ritchie Highway north 28 degrees 32 minutes west two hundred eighty one and 5/10 (281.5) feet; thence running for a line of division now made south 61 degrees 28 minutes west three hundred fifty nine (359) feet to the center of Duncan Branch; thence bounding on the center of said Branch the seven following courses and distances, viz: South 24 degrees 37 minutes east twenty three and 48/100 (23.48) feet, south 39 degrees 53 minutes west one hundred sixty one (161) feet, south 4 degrees 6 minutes east seventy six and 8/10 (76.8) feet, South 46 degrees 20 minutes west forty nine and 2/10 (49.2) feet, South 32 degrees 30 minutes east one hundred fifty three (153) feet, south 56 degrees 18 minutes east one hundred two and 5/10 (102.5) feet and South 82 degrees 29 minutes east one hundred and 7/10 (100.7) feet to the beginning of the last line of the land conveyed as aforesaid by Walter K. Bachrack and wife to John M. Krauschaar, et al, and thence bounding on said last line north 38 degrees 55 minutes east four hundred eighty seven and 9/10 (487.9) feet to the place of beginning.

Containing 4.62 acres of land, more or less.

Being a part of the land conveyed as aforesaid by Walter ~~K. Bachrack and wife to John M. Krauschaar, et al, by deed dated~~ August 12, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 375, folio 355, &c., in fee simple.

3

Plaintiff Exhibit No. 1

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

To Have and To Hold the said 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 John Robert Campion and Mary Louise Campion, his wife, as tenants by entireties, their assigns, the survivor of them, and the survivor's - heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors.

TEST:

Jean Claire Habig

Mamie E. Kraushaar (SEAL)
Mamie E. Kraushaar, Widow

John M. Krauschaar (SEAL)
John M. Krauschaar, her son

Anna M. Kraushaar (SEAL)
Anna M. Kraushaar, his wife

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this — 10th — day of December in the year one thousand nine hundred and forty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Mamie E. Kraushaar, Widow, John M. Krauschaar, her son, and Anna M. Kraushaar, his wife,

the above named grantors and they/ each severally acknowledged the foregoing Deed to be their / respective act.

As Witness my hand and Notarial Seal.

Jean Claire Habig
Jean Claire Habig - Notary Public.

Recorded Dec. 20th. 1948 at 1:30 P.M.

4

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT: LIBER 127 PAGE 133

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J. H. H. No. 505 Folio 383, 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 22nd day of July, A. D., 1959.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BLAIR, ss.

LIBER 127 PAGE 134

LOUISE M. CAMPION

vs.

JOHN ROBERT CAMPION

In the Court of Common Pleas of Blair County

No. 94 January Term, A. D. 19 57

CAUSE:

CRUEL AND BARBAROUS TREATMENT AND INDIGNITIES

DECREE IN DIVORCE

AND NOW, TO WIT, March 10 19 59, the Court having referred this cause to a master, who after taking testimony and considering the same, has reported his findings of facts and conclusions of law thereon to the Court, the Court, upon due consideration thereof, hereby adopts the findings of fact and conclusions of law, as the findings and conclusions of the Court, and does accordingly adjudge and decree that the said Louise M. Campion the libellant is hereby divorced and completely separated from the bonds of matrimony with John Robert Campion the respondent, as fully as if the said respondent were naturally dead or as if Louise M. Campion the libellant had never been married; that every duty, right and claim heretofore accruing to either of the said parties by reason of said marriage does now cease and come to an end; and that each of the said parties is at liberty to marry again as freely as if the marriage had never taken place.

Pltffs'. Exhibit No. 1
No. 13,327 Equity
30 June 60

AND IT IS FURTHER ORDERED, That the costs of this proceeding be paid by the said ------- the -------

FILED
1959 MAR 22 AM 10:19

John M. Klepser, Judge

Certified

March 11th 19 59.

George O. Fleck Prothonotary

Plaintiffs Exhibit No. 2.

LIBER 127 PAGE 135

LOUISE M. CAMPION, A/K/A Mary Louise Campion 205 Union Avenue Altoona, Pennsylvania	*	IN THE CIRCUIT COURT
vs.	*	FOR
JOHN ROBERT CAMPION 2010 S. Governor Ritchie Highway Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY
and COUNTY TRUST COMPANY OF MARYLAND Glen Burnie, Maryland	*	NO. 13,327, EQUITY

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

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of the County Trust Company of Maryland to the bill for petition of Louise M. Campion, respectfully says:

1. That this defendant admits the allegations contained in paragraph 1.

2. That this defendant admits the allegations contained in paragraph 2.

3. That this defendant has no knowledge of the allegations contained in paragraph 3.

4. That in answer to the 4th paragraph this defendant has no knowledge of the necessity that this property be sold, but in the event of sale this defendant would be entitled to its outstanding mortgage indebtedness.

And having fully Answered said petition your defendant prays to be hence dismissed with costs.

James W. Blackhurst

James W. Blackhurst
Attorney for County Trust Company of Maryland
1 Central Avenue
Glen Burnie
Southfield 6-8370

1959 AUG 11 PM 12:55

I hereby certify that on this 11TH day of August, 1959, a copy of the within Answer was mailed to John H. Hopkins, IV, School Street, Annapolis, Maryland.

James W. Blackhurst

CCWA:bc 9/10/59 1-4

LIBER 127 PAGE 136

LOUISE M. CAMPION, A/K/A Mary Louise Campion 205 Union Avenue Altoona, Pennsylvania	*	IN THE CIRCUIT COURT
	*	FOR
vs.		
JOHN ROBERT CAMPION 2010 South Governor Ritchie Highway Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY
and		No. 13,327, Equity
	*	
COUNTY TRUST COMPANY OF MARYLAND Glen Burnie, Maryland		
	*	

ANSWER OF DEFENDANT JOHN ROBERT CAMPION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of John Robert Campion to the Bill of Complaint filed against him and another Defendant in the above entitled matter says:

1. He admits the allegations of paragraphs 1, 2, 3 and 4 of said Bill of Complaint.

WHEREFORE, having fully answered said Bill of Complaint, the Defendant consents to the appointment of Trustees for the sale of the property which is the subject of said Bill of Complaint in lieu of partition, and the distribution of the proceeds of said sale to the parties as their interest may appear.

AND, as and duty bound, etc.

Henry A. Mylander

Charles C. W. Atwater

Solicitors for Defendant, John Robert Campion

1213 Fidelity Building
Baltimore 1, Maryland
PLaza 2-6254

FILED

1959 SEP 17 AM 9:24

8

LIBER 127 PAGE 137

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed this 16th day of September, 1959, to John H. Hopkins, IV, Esquire, 15 School Street, Annapolis, Maryland, Solicitor for Plaintiff.

Charles C. Alleva

Of Counsel for Defendant, John Robert Campion

9

LOUISE M. CAMPION, A/K/A Mary Louise Campion	*	IN THE CIRCUIT COURT
	*	
vs.	*	FOR
	*	
JOHN ROBERT CAMPION	*	ANNE ARUNDEL COUNTY
and	*	
	*	NO. 13,327, EQUITY
COUNTY TRUST COMPANY OF MARYLAND	*	

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

CONSENT TO DECREE FOR SALE OF REAL ESTATE

The Plaintiff, Louise M. Campion, by John H. Hopkins, IV, her Solicitor, and the Defendant, John Robert Campion, by Charles C. W. Atwater, his Solicitor, herewith consent to a Decree for a sale of the real estate mentioned in this proceeding and respectfully represent:

1. That the parties hereto constitute all the parties in interest except the First Mortgagee, County Trust Company of Maryland, which would be entitled to its outstanding mortgage indebtedness from the proceeds of sale.

2. That a corporate bond of Twelve Thousand Dollars ($12,000.00) to be filed by the Trustees to be appointed by this Honorable Court will be sufficient to cover any and all proceeds and Court costs of this proceeding.

John H. Hopkins, IV
Solicitor for Plaintiff

Charles C. W. Atwater
Solicitor for Defendant

FILED
1960 JAN 12 AM 10:03

10

LIBER 127 PAGE 139

LOUISE M. CAMPION, A/K/A Mary Louise Campion	*	IN THE CIRCUIT COURT
	*	
vs.	*	FOR
	*	
JOHN ROBERT CAMPION	*	ANNE ARUNDEL COUNTY
and	*	
	*	NO. 13,327, EQUITY
COUNTY TRUST COMPANY OF MARYLAND	*	

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

DECREE FOR THE SALE OF REAL ESTATE

This cause being presented to the Court for Decree by consent, the Bill of Complaint, Answer and other proceedings were by the Court read and considered.

Whereupon, it is this 12th day of January, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That the real estate described in this proceeding be sold.

2. That John H. Hopkins, IV, and Charles C. W. Atwater be, and they are hereby, appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by the Clerk of this Court, in the penalty of Twelve Thousand Dollars ($12,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future Order or Decree in the premises; they shall proceed to make the said sale, having first given at least three (3) weeks' notice, by inserting in some newspaper published in Anne Arundel County or such other notice that they may think proper, of the time, place, manner and terms of sale, which terms shall be:

A deposit of One Thousand Dollars ($1,000.00) to be paid at the time of sale. Balance to be paid upon final ratification by this Court, or all cash at time of sale at the option of the purchaser. Deferred payment to bear interest at the rate of Six per cent (6%) per year from the date of sale. Taxes and other charges to be adjusted to date of sale.

And as soon as may be convenient after such sale, the Trustees 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 annexed.

Upon ratification of such sale by this Court, and on the payment of the whole purchase money (and not before) the said Trustees by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property free, clear and discharged of all claims of the parties to this cause, and of any person claiming by, from or under them or either of them.

And the Trustees shall bring into this Court the money arising from such sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, the balance of the mortgage indebtedness against said property and such commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

D. Boris Dunbar

Judge

12

LIBER 127 PAGE 141
LIBER 10 PAGE 160

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND No. 13,327 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN H. HOPKINS, IV and CHARLES C. W. ATWATER **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** TWELVE THOUSAND DOLLARS ($12,000.00) ---------- **current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this** 18th **day of** January , 1960 .

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled LOUISE M. CAMPION VS. JOHN ROBERT CAMPION, et al, No. 13,327 EQUITY **dated** January 12, 1960, John H. Hopkins, IV & Charles C.W. Atwater **were appointed Trustees to make sale of the property described in said proceedings, and the said** John H. Hopkins, IV and Charles C. W. Atwater ----------o **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:

Carol Krissoff

John H. Hopkins, IV (SEAL)

Charles C. W. Atwater (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond filed and approved
this 18th day of January 1960
George T. Cromwell, Clerk

1960 JAN 18 P 3:12

13

John H. Hopkins, IV
15 School Street
Annapolis, Maryland

Trustees Sale

OF VALUABLE IMPROVED REAL ESTATE

ON

GOVERNOR RITCHIE HIGHWAY AT MARLEY STATION ROAD

Fronting 281.5 feet on Governor Ritchie Highway, and containing 4.62 acres, more or less.

UNDER and by virtue of the power and authority contained in a decree of the Circuit Court for Anne Arundel County, dated January 12, 1960, and passed in a cause in said Court pending, entitled "Louise M. Campion vs. John Robert Campion, et al, No. 13,327, Equity," the undersigned Trustees will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland,

Thurs., Feb. 25, 1960 at 11 O'clock A. M.,

the following property:

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, containing 4.62 acres, more or less, and being the same property described in a Deed from Mamie E. Kraushaar, widow, et al to John Robert Campion and Mary Louise Campion, his wife, dated December 10, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 505, folio 383.

THIS property is improved by a partially completed eight-room, Cape Cod, Stucco and Frame Dwelling.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser at the time of sale; the balance of the purchase price to bear interest at the rate of 6 per cent per annum, and to be paid in cash upon final ratification of the sale by the Court. Taxes and other expenses are to be adjusted to the day of sale.

JOHN H. HOPKINS, IV
15 School Street
Annapolis, Maryland
Tel. CO. 3-3551
Charles C. W. Atwater
1213-14 Fidelity Building
Baltimore 1, Maryland
Tel. PLaza 2-6254
TRUSTEES.

George W. Scible,
Auctioneer F-18

14

OFFICE O

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 142

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 29, 1960

We hereby certify, that the annexed

Trustee's Sale

Louise M. Campion
Equity No. 13,327

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 February, 1960. The first insertion being made the 28th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAR -1 AM 10:49

By H. Tilghman

GEORGE W. SCIBLE, ... LIBER 127 PAGE 143 ..... Auctioneer

TRUSTEE'S SALE

OF VALUABLE

Improved Real Estate

ON GOVERNOR RITCHIE HIGHWAY
AT MARLEY STATION ROAD

Fronting 281.5 feet on Governor Ritchie Highway, and containing 4.62 acres, more or less.

UNDER and by virtue of the power and authority contained in a decree of the Circuit Court for Anne Arundel County, dated January 12, 1960, and passed in a cause in said Court pending, entitled "Louise M. Campion vs. John Robert Campion, et al, No. 13,327, Equity," the undersigned Trustees will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland,

Thursday, February 25th, 1960

AT 11 O'Clock, A. M.

the following property:

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, containing 4.62 acres, more or less, and being the same property described in a Deed from Mamie E. Kraushaar, widow, et al to John Robert Campion and Mary Louise Campion, his wife, dated December 10, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 505, folio 383.

THIS property is improved by a partially completed eight-room Cape Cod, Stucco and Frame Dwelling.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser at the time of sale; the balance of the purchase price to bear interest at the rate of 6 per cent per annum, and to be paid in cash upon final ratification of the sale by the Court. Taxes and other expenses are to be adjusted to the day of sale.

JOHN H. HOPKINS, IV
15 School Street
Annapolis, Maryland
Tel. CO. 3-3551

CHARLES C. W. ATWATER
1213-14 Fidelity Building
Baltimore 1, Maryland
Tel. PLAZA 2-6254

TRUSTEES

FILED

1960 MAR -4 PM 3:19

15

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have this 25th day of February, 1960, purchased the property mentioned in these proceedings from John H. Hopkins, IV and Charles C. W. Atwater, Trustees, for the sum of Twenty Thousand Seven Hundred Fifty & 00/100 Dollars, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal .

TEST:

Edwin G. Adkins

John Robert Crampton

Purchaser

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 25th day of February, 1960, sold the property mentioned in these proceedings to John Robert Crampton for the sum of Twenty Thousand Seven Hundred Fifty & 00/100 — Dollars, he being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST:

Edward C. Atwater

George W. Scible, Auctioneer

FILED

1960 MAR -4 PM 3:19

16

LIBER 127 PAGE 145

LOUISE M. CAMPION, A/K/A Mary Louise Campion	*	IN THE CIRCUIT COURT
	*	
		FOR
vs.	*	
	*	ANNE ARUNDEL COUNTY
JOHN ROBERT CAMPION, et al	*	NO. 13,327, EQUITY

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

REPORT OF SALE
OF
REAL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John H. Hopkins, IV and Charles C. W. Atwater, Trustees, respectfully shows:

That, whereas by a certain Decree of the Circuit Court for Anne Arundel County, dated January 12, 1960, and passed in a cause in said court pending entitled "Louise M. Campion vs. John Robert Campion, et al, No. 13,327, Equity," the said John H. Hopkins, IV and Charles C. W. Atwater, Trustees, were authorized to sell the property described in said proceedings; and whereas the said John H. Hopkins, IV and Charles C. W. Atwater, Trustees, in pursuance of the power and authority vested in them by said Decree, having given bond as security for the faithful performance of their trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for three (3) successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said Decree as required by law, did, by virtue of the power of sale contained in said Decree, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on Thursday, February 25, 1960, at eleven o'clock A.M., and did then and there proceed to sell said property in the manner following, that is to say:

The said Trustees offered at public sale to the highest bidder the property mentioned in said Decree, and being more particularly described as follows:

BEGINNING for the same on the southwesternmost side of Ritchie Highway at the beginning of the land which by a Deed dated August 12, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 375,

FILED
1960 MAR 4 PM 3:19

folio 355, was conveyed by Walter K. Bachrack and wife to John M. Krauschaar, et al, and running thence bounding on the southwesternmost side of Ritchie Highway North 28° 32' West 281.5 feet; thence running for a line of division now made South 61° 28' West 359 feet to the center of Duncan Branch; thence bounding on the center of said branch the seven (7) following courses and distances, viz; South 24° 37' East 23.48 feet; South 39° 53' West 161 feet; South 4° 6' East 76.8 feet; South 46° 20' West 49.2 feet; South 32° 30' East 153 feet; South 56° 18' East 102.5 feet; South 82° 29' East 100.7 feet, to the beginning of the last line of the land conveyed as aforesaid by Bachrack to John M. Brauschaar, et al, and thence bounding on said last line North 38° 55' East 487.9 feet to the place of beginning. Containing 4.62 acres, more or less. Being the same property which was conveyed by Mamie E. Kraushaar, widow, to John Robert Campion and Mary Louise Campion, his wife, by deed dated December 10, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 505, folio 383.

And the said Trustees sold the above-described property to John Robert Campion for the sum of Twenty Thousand Seven Hundred Fifty and no/100 ($20,750.00) Dollars, being at that sum the highest bidder therefor, and said purchaser has complied with the terms of sale.

Respectfully submitted,

John H. Hopkins, IV

Charles C. W. Atwater

TRUSTEES.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of February, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Hopkins, IV and Charles C. W. Atwater, Trustees, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true to the best of their information, knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

18

LIBER 10 PAGE 190

LIBER 127 PAGE 147

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,327 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV and Charles C. W. Atwater, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Seven Hundred and Fifty Dollars ($8,750.00), 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 25th day of February, 1960.

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County in a cause entitled "Louise M. Campion vs. John Robert Campion, et al," No. 13,327 Equity, dated January 12, 1960, the said John H. Hopkins, IV and Charles C. W. Atwater were appointed Trustees to make sale of the property described in said proceedings, and the said John H. Hopkins, IV and Charles C. W. Atwater have executed said power and made sale of the property described in said proceedings.

AND WHEREAS, the proceed therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

John H. Hopkins, IV (SEAL)

Charles C. W. Atwater, PRINCIPALS

Minona E. Stevens

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

FILED

1960 MAR -4 PM 3:19

LIBER 127 PAGE 148

LOUISE M. CAMPION, A/K/A Mary Louise Campion	•	IN THE CIRCUIT COURT
vs.	•	FOR
JOHN ROBERT CAMPION	•	
and	•	ANNE ARUNDEL COUNTY
COUNTY TRUST COMPANY OF MARYLAND	•	NO. 13,327, EQUITY

• • • • • • • • • • • • • • •

CONSENT TO IMMEDIATE RATIFICATION OF SALE

The Parties, Plaintiff and Defendants, in the foregoing cause, being suijuris, hereby consent to immediate ratification of the sale of real estate mentioned in these proceedings and waive publication of an Order Nisi on said sale.

Abraham Colbus

Louise M. Campion

Witness:

John Weller

John Robert Campion

Attest:

John Weller, Asst. Secretary

COUNTY TRUST COMPANY OF MARYLAND

By Edwin C. Adkins, Vice President.

FILED

1969 MAR 19 AM 10:11

20

LOUISE M. CAMPION, A/K/A Mary Louise Campion Plaintiff vs. JOHN ROBERT CAMPION, et al Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,327, EQUITY

* *

FINAL ORDER OF RATIFICATION
OF
SALE OF REAL ESTATE

UPON the foregoing Consent to Immediate Ratification of Sale, it is hereby ORDERED by the Court, this 6th day of April, 1960, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1960 APR -6 PM 2:52

LIBER 127 PAGE 150

In the Case of

Louise M. Campion,
also known as
Mary Louise Campion
vs.
John Robert Campion
and
County Trust Company of Maryland

In the

Circuit Court

For

Anne Arundel County

No. 13,327 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. Dickey
Auditor.

November 16, 1960

FILED
1960 DEC -1 PM 1:15

Dr. Louise M. Campion, also known as Mary Louise Campion vs. John Robert Campion and County Trust Company of Maryland in ac.

To Trustees for Commissions, viz:	676	50	676	50
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	65	75		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Shirley M. Miller - Stenographer's fee	5	00		
Auditor - stating this account	22	50	116	15
To Trustees for Expenses, viz:				
Capital-Gazette Press, Inc. -advertising sale	63	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	11	81		
Globe Indemnity Co. - bond premium	48	00		
Globe Indemnity Co. - additional premium	35	00		
George W. Scible - auctioneer's fee	200	00		
Clerk of Court - certified copy of deed	2	25		
One-half Federal documentary stamps	11	55		
One-half State documentary stamps	23	10		
Nicholas J. Fotos - notary fee	1	00		
Fire insurance premium - to 10/28/60	10	40	418	11
To Trusteesfor Taxes, viz:				
1960 State and County taxes ($122.00) - adjusted to 2/25/60	18	64	18	64
To Trustees for Claims Filed, viz:				
(1) County Trust Co. of Md. - in full for balance due on mortgage recorded in Liber J.H.H. 505 folio 385	110	54		
(2) John Robert Campion - amount of claim allowed by Order of Court of 9/6/60	934	30	1,044	84
BALANCE FOR DISTRIBUTION - $19,275.63				
Distributed as follows:				
(1) To Louise M. Campion , tenant in common - one-half	9,637	82		
(2) To John Robert Campion, tenant in common - one-half	9,637	81	19,275	63
			21,549	87

23

with

John H. Hopkins, IV. and Charles C. W. Atwater, Trustees

Cr.

1960					
Feb.	25	Proceeds of Sale	20,750	00	
		Interest on deferred payment of $19,750.00 to 10/28/60	799	87	21,549 87
					21,549 87

ORDER NISI

LIBER 127 PAGE 153

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Louise M. Campion
also known as
Mary Louise Campion

VERSUS

John Robert Campion

and

County Trust Company of Maryland

No. 13,327 Equity.

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of December, 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 DEC -2 PM 3:05

Benjamin Michaelson
Judge.

LIBER 127 PAGE 154

LOUISE M. CAMPION Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
JOHN ROBERT CAMPION, et al Defendant	:	ANNE ARUNDEL COUNTY NO. 13,327, EQUITY

CONSENT TO IMMEDIATE RATIFICATION
OF
AUDITOR'S ACCOUNT

The parties to this cause being sui juris hereby approve the Auditor's Account filed and hereby consent to its immediate ratification by the Court.

John H. Hopkins, IV
Attorney for Louise M. Campion,
Plaintiff

Charles C. W. Atwater
Attorney for John Robert Campion,
Defendant

Blackhurst & Brown
by John A. Blondell
John A. Blondell
Attorney for Defendant,
County Trust Company of Maryland

FILED

1960 DEC -1 PM 1:14

26

CARROLL LOUIS UEBEL, ADMINISTRATOR OF THE ESTATE OF KATHERINE E. KAPP, deceased, CARROLL LOUIS UEBEL, individually LAWRENCE ALBERT UEBEL MARIE ELIZABETH GANOUNG EDNA LILLIAN DANSON DOROTHY C. HARRISON ALICE LULU LORENZ EVA VIRGINIA BUSHMAN GRACE THEODORA BARNES HILDA LOUISE WHITE IRENE MILDRED DORR IOLA MAY REICH LOUIS CHARLES UEBEL EDWARD WILLIAM UEBEL Complainants vs. RICHARD CARROLL UEBEL, infant 1942 Powers Lane Baltimore County 28, Maryland Respondent	*	LIBER 127 PAGE 155 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 13,485 Equity

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

BILL OF COMPLAINT
PRAYING FOR A SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Carroll Louis Uebel, individually and as Administrator of the Estate of Katherine E. Kapp, deceased, and Lawrence Albert Uebel, Marie Elizabeth Ganoung, Edna Lillian Danson, Dorothy C. Harrison, Alice Lulu Lorenz, Eva Virginia Bushman, Grace Theodora Barnes, Hilda Louise White, Irene Mildred Dorr, Iola May Reich, Louis Charles Uebel and Edward William Uebel, Complainants, by Vernon G. Frame and J. Jelet Christopher, their Solicitors, respectfully represents unto this Honorable Court:

1. That the said Katherine E. Kapp departed this life, intestate, on the 20th day of February, 1959, while a resident of Anne Arundel County, Maryland.

2. That on or about the 19th day of March, 1959, Letters of Administration upon the Estate of Katherine E. Kapp, deceased, were granted unto Carroll Louis Uebel, one of the Complainants herein, by the Orphans' Court of Anne Arundel County.

3. That during her lifetime the said Deceased was the owner of certain fee simple property located in the Third Election District of Anne Arundel County which she acquired by virtue of a Deed, dated February 18, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 691, folio 145,

from Thomas E. Gerbert and wife to Katherine Elizabeth Kapp, the original records of said Deed to be exhibited at the time of any hearing herein, said property is described as follows:

> BEING known and designated as Lot No. 7 as shown on the Plat of Elvaton Acres, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4, Plat 15.

4. That your Complainants have been advised, believe and therefore aver that said property is valued at approximately $4,000.00.

5. That your Complainants have been advised, believe and therefore aver that the total cash assets of the Estate of Katherine E. Kapp, deceased, amount to approximately $700.00, which amount is insufficient to pay the debts of said Estate, and, therefore, your Complainants feel that it would be to the best interests of all parties were said real estate to be sold and, after the payment of all debts, the proceeds distributed among the heirs of the said Deceased.

6. That the said Katherine E. Kapp, deceased, is survived by eleven children, all of whom are Parties-Complainant in this matter, and three children of a deceased child, two of whom have reached their majority and are Parties-Complainant herein, and the third, Richard Carroll Uebel, being an infant, is Defendant herein.

WHEREFORE your Complainants pray:

(a) That this Honorable Court pass an Order authorizing the sale of the fee simple property, located in Anne Arundel County, formerly owned by the said Katherine E. Kapp, now deceased.

(b) That this Honorable Court appoint Vernon F. Frame, Esq., and J. Jelet Christopher, Esq., Solicitors for Complainants herein, as Trustees to make such sale, and direct that, after the payment of debts, the proceeds of such sale be distributed among the heirs of the said Katherine E. Kapp, deceased.

(c) That they may have such other and further relief as the nature of their case may require.

AND, as in duty bound, etc.

Carroll Louis Uebel

Carroll Louis Uebel, Administrator of the Estate of Katherine E. Kapp, deceased

Carroll Louis Uebel

Carroll Louis Uebel, individually

Lawrence A. Uebel
Lawrence Albert Uebel

Marie Elizabeth Ganoung
Marie Elizabeth Ganoung

Edna Lillian Danson
Edna Lillian Danson

Dorothy C. Harrison
Dorothy C. Harrison

Alice Lulu Lorenz
Alice Lulu Lorenz

Eva Virginia Bushman Eva V
Eva Virginia Bushman

Grace Theodora Barnes
Grace Theodora Barnes

Hilda Louise White
Hilda Louise White

Irene Mildred Dorr
Irene Mildred Dorr

Iola May Reich
Iola May Reich

Louis Charles Uebel
Louis Charles Uebel

Edward William Uebel
Edward William Uebel

Vernon G. Frame
Vernon G. Frame

J. Joliet Christopher
J. Joliet Christopher
Solicitors for Complainants

3

LIBER 127 PAGE 158

CARROLL LOUIS UEBEL, ADMINISTRATOR OF THE ESTATE OF KATHERINE E. KAPP, deceased, et. al.	*	IN THE
	*	CIRCUIT COURT
	*	OF
Complainants	*	ANNE ARUNDEL COUNTY
vs.	*	In Equity
RICHARD CARROLL UEBEL, infant	*	
Respondent	*	

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

ANSWER TO BILL OF COMPLAINT

Now comes Richard Carroll Uebel, by Stephen Malatz, his Solicitor, and for Answer to the Bill of Complaint heretofore exhibited against him, says:

1. That he, the said Richard Carroll Uebel, is not an infant, he having reached his twenty-first birthday on the 2 day of OCT. , 1959.

2. Further answering said Bill of Complaint, he admits the allegations set forth in paragraphs Nos. 1, 2, 3 and 6.

3. That he has no knowledge of the facts alleged in paragraph No. 4 and, therefore, demands strict proof thereof.

4. That he denies the allegations set forth in paragraph No. 5 and demands strict proof thereof.

AND, having fully answered each and every paragraph of said Bill of Complaint, the said Richard Carroll Uebel, Respondent, herein, prays that the same be dismissed with proper costs.

AND, as in duty bound, etc.

Stephen Malatz

Stephen Malatz, Solicitor for
Richard Carroll Uebel
1515 E. 29th Street
Baltimore 18, Maryland

I hereby certify that a copy of the aforegoing Answer to Bill of Complaint was mailed, this 27 day of Dec. , 1959, to Vernon G. Frame, Esq., and J. Jelet Christopher, Esq., Solicitors for Complainants.

Stephen Malatz

FILED
1959 DEC 29 AM 10:51

4

CARROLL LOUIS UEBEL, Administer etc., et. al.	*	IN THE
	*	CIRCUIT COURT
Vs.	*	OF LIBER 127 PAGE 159
RICHARD CARROLL UEBEL, Infant	*	ANNE ARUNDEL COUNTY
	*	In Equity

* * * ***** * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Vernon G. Frame and J. Jelet Christopher, Solicitors for the Complainants herein, respectfully represent unto this Honorable Court:

1. That Katherine Elizabeth Kapp, deceased, departed this life, intestate, on the 20th day of February, 1959, and that on the 10th day of March, 1959, Letters of Administration, upon the Estate of the said Deceased, were granted unto Carroll Louis Uebel by the Orphans Court of Anne Arundel County.

2. That in May, 1959, the said Administrator filed a Petition setting forth that the cash assets of said Estate were insufficient to pay the debts of the Estate and prayed this Honorable Court to grant him authority to sell the real estate belonging to the Decedent, said action was entitled Ex Parte In the Matter of Katherine Elizabeth Kapp, deceased, the same being Equity Case No. 13,243, in this Honorable Court.

3. That testimony was taken before Emanuel Klawans, Esq., Master in Chancery, on June 4, 1959, those testifying being Carroll Louis Uebel, son of the Decedent, and EDWARD W. G. BRADLEY and WM. N BALDWIN, real estate appraisers.

4. That subsequently this Honorable Court suggested that the action should not have been brought as an Ex-Parte matter, and recommended that a new action be brought in which all parties in interest were made parties to the action.

5. Subsequently, the Ex Parte action was dismissed on and the action herein was brought.

6. That this matter now stands ready for hearing.

5

FILED

1960 JAN 13 AM 11:10

7. That there has been no change in the number or status of any of the heirs of the said Decedent and no change in the status of the real estate involved herein since the taking of testimony on June 4, 1959.

8. That in the interests of economy to the said Estate, your Petitioners feel that the testimony in the case entitled Ex Parte In the Matter of Katherine Elizabeth Kapp, deceased, taken before Emanuel Klawans, Esq., Master, on June 4, 1959, should be inserted in the instant case.

WHEREFORE your Petitioners pray that this Honorable Court pass an Order authorizing and directing the Court Clerk to withdraw the testimony from the former case and insert same in the instant case.

AND, as in duty bound, etc.

Vernon G. Frame
Vernon G. Frame

J. Jelet Christopher
J. Jelet Christopher
Solicitors for Complainants
Petitioners

STATE OF MARYLAND, COUNTY OF Anne Arundel ; to wit:

I HEREBY CERTIFY That on this 13th day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vernon G. Frame and J. Jelet Christopher, the aforenamed Petitioners, and they made oath in due form of law that the matter and facts set forth, in the aforegoing Petition, are true to the best of their knowledge, information and belief.

Garner J. Kraus
Notary Public
My comm exp May 4, 1961

6

LIBER 127 PAGE 161

ORDER

Upon the aforegoing Petition and Affidavit, it is this 13th day of January, 1960, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, In Equity, ORDERED that the testimony and exhibits in the case entitled Ex Parte In the Matter of Katherine Elizabeth Kapp, deceased, Equity No. 13, 243, taken before Emanuel Klawans, Esq., on June 4, 1959, and filed in said case on July 1, 1959, be extracted from said case and inserted in the records of the case of Carroll Louis Uebel, Administrator, et. al., vs. Rochard Carroll Uebel, Infant, Equity No. 13,185, as evidence therein.

Benjamin Michaelson
Judge

7

FILED

1960 JAN 13 PM 3:[illegible]

EX PARTE	:	IN
IN THE MATTER OF	:	THE CIRCUIT COURT
KATHERINE ELIZABETH KAPP,	:	FOR
Deceased	:	ANNE ARUNDEL COUNTY
	:	NO. 13, 243 EQUITY

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

TESTIMONY ON BEHALF OF THE PETITIONER

June 4, 1959

Present:

Mr. Vernon G. Frame,)
Mr. J. Jelet Christopher,) Solicitor for Petitioner

Mr. Emanuel Klawans, Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Carroll L. Uebel, pages 2 - 6

Edward N. C. Bradley, page 7

William N. Baldwin, page 8

FILED

1959 JUL -1 AM 9:49

Carroll Louis Uebel, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Frame)

1. Would you give your name and address, Mr. Uebel?

A. Carroll L. Uebel, Johnny Cake Road, Ellicott City, Maryland.

2. And you are the son of the deceased, Mrs. Katherine Elizabeth Kapp?

A. That's right.

3. And you are the administrator of the estate of your late mother?

A. Yes.

(LETTERS OF ADMINISTRATION FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

4. Did your late mother own any real property in Anne Arundel County or elsewhere at the time of her death?

A. In Anne Arundel County.

5. What did she own in Anne Arundel County?

A. A house and a lot.

6. Approximately 1.98 acres, is that correct?

A. That is what it is supposed to be.

7. And where is that located?

A. Millersville.

8. Would that be known as Elvaton Acres?

A. That's right.

9. Is this a copy of the deed to that property?

A. Yes, this is it.

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

10. Now your mother died on February the 20th, 1959, is that correct?

A. I think you made a mistake. I think it is the 21st.

11. Is this a copy of the death certificate of your late mother?

A. Yes, this is it but a mistake has been made on here. It was the 21st.

12. It was the 21st?

A. Yes.

13. What does that state?

A. The 20th.

(DEATH CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

14. Now you have petitioned the Court of Equity for a decree to sell this property, is that right?

A. Yes, we have.

15. Is it necessary that this property be sold to settle the estate?

A. It has to be sold to settle the bills.

16. And to distribute the remainder to the heirs?

A. Yes.

17. And you are asking the Court to appoint Vernon Frame and J. Jelet Christopher, trustees to sell this property, is that correct?

A. That's right.

(Mr. Klawans)

1. Did she leave a will?

A. No will could be found.

2. Was she survived by her husband?

A. She was separated from her husband.

3. Were they divorced?

A. It wasn't a divorce but it was a Court order.

(Mr. Frame)

18. Mr. Uebel, your mother was survived by Charles E. Kapp, her husband, is that correct?

A. That's right.

19. But she had not lived with Mr. Kapp for a number of years?

A. A good while, yes. I don't know how many years.

20. Did you mother enter into an agreement with Mr. Charles E. Kapp wherein he waived his rights of dower and any other interest he might have in her property?

A. Yes, I was there when he done that.

21. Is this a copy of the agreement that they entered into?

A. I never saw a copy before.

22. Would you recognize the signatures?

A. Yes.

(AGREEMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4.)

(Mr. Klawans)

4. Did your mother have any children surviving her?

A. Yes, there is eleven children living.

5. Are all the children adults over 21?

A. All that is living yes.

6. Are any of her children dead?

A. One son.

7. Did he die before or after his mother?

A. Before.

8. Was he survived by any children?

A. Yes,three.

9. And they are minors?

A. Only one.

10. In other words, all of Mrs. Kapp's children and all of her deceased son's children are adults except one of the later?

A. That one. He will be twenty one in October.

(Mr. Frame)

23. Can you give the names and ages of all your brothers and sisters?

A. I can not give their age.

(Mr. Klawans)

11. You don't have to give their age as long as you can say they are over twenty one.

A. Lawrence A. Uebel.

12. The question is, name all the children of Katherine Elizabeth Kapp, deceased, who survived her.

A. Lawrence A. Uebel, Jessups, Maryland, 27; Marie E. Ganound, Catonsville, Maryland, 47; Edna L. Dawson, Catonsville, Maryland, 45; Dorothy C. Harrison, Woodlawn, Maryland, 51; Alice L. Lorenz, Elkridge, 27 Maryland, 38; Eva V. Bushman, Catonsville, Maryland, 35; Grace T. Barnes, Ellicott City, Maryland, 32; Irene M. Dorr, Jessups, Maryland, 30; Iola M. Reich, Catonsville, Maryland, 28; Hilda L. White, Cass, West Virginia, 33; Carroll L. Uebel, Ellicott City, Maryland, 43.

13. State the name of the child who predeceased her?

A. Louis C. Uebel.

14. Name his children and state whether they are twenty one or under.

A. Louis Charles Uebel, over 21; Edward Uebel, over 21; and Richard C. Uebel, under twenty one.

15. Has notice to creditors been published in the Orphan's Court for Anne Arundel County?

A. Yes.

16. And has it expired?

A. Yes, I am sure it has.

12

(Mr. Frame)

1. What are the debts of the estate to be paid?

A. A bill to Fred Hawkins of $25.00. There is a tax bill due the Anne Arundel County in the amount of $55.78 for property tax. There is counsel fee of $150.00 dollars due Vernon G. Frame and J. Jelet Christopher for having the deceased committed as an incompetent back in 1955. There is a funeral bill of approximately $1000.00. There is a bill due the appraisors for appraising the real property in the amount of $20.00, total, and of course there are Orphan's Court costs and notice to creditors, advertising and so forth.

2. How much is in the estate?

A. A little less than $700.00, $676.77, I think.

3. Is there any other personal estate other than the cash?

A. No.

4. Are you familiar with the property owned by your deceased mother?

A. Yes.

5. In your estimation what is the value of that property?

A. I would value it from $4,000.00 to $4,500.00.

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.....

14 Signature..Carroll L. Hebel.....

Edward N. C. Bradley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Frame)

1. Mr. Bradley, would you give your name and address?

A. Edward N. C. Bradley, 24 Crain Highway, Glen Burnie.

2. What is your employment?

A. Transfer clerk, Anne Arundel County.

3. Do you do appraising work for the Orphan's Court?

A. Yes, I do.

4. How long have you been engaged in doing appraisal work?

A. Fourteen years.

5. Are you familiar with the property that belonged to the late Mrs. Katherine E. Kapp in Elvaton, Anne Arundel County, Maryland?

A. I am.

6. Did you make an appraisal of the said property?

A. Yes, sir.

7. What is your evaluation of the property?

A. It is a very small house, 20' x 30', and I took into consideration, you have a new regulation, you can't have two houses on one, and I placed a value of $2800.00. It has a tar paper roof on it. It has a block foundation. It has no cellar and the only heat they have is a stove. No toilet and no bathroom, no conveniences. It was originally put up as a garage.

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.....

16

Signature. Edw. N. C. Bradley.....

William N. Baldwin, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Frame)

1. Would you state your name and address, please?

A. William N. Baldwin.

2. By whom are you employed?

A. Retired.

3. Do you do appraising work here in Anne Arundel County?

A. I do.

4. Are you a real estate appraisor?

A. I have done quite a great deal of it.

5. How long have you been engaged in doing appraisal work?

A. Six years.

6. Are you familiar with the property that belonged to the late Mrs. Katherine E. Kapp, Elvaton, Anne Arundel County, Maryland?

A. Yes.

7. Did you make an appraisal of this property?

A. I did.

8. What is your evaluation of the property?

A. $2800.00.

9. How did you arrive at this figure?

A. The condition, the location, and the size and the condition of the house, and the possibility of an immediate sale of it.

QUESTION BY THE EXAMINER:

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

Answer....No.....

18 Signature. W. H. Baldwin

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 2nd day of ~~June,~~ July 1959.

Emanuel Klawans, (SEAL)
Examiner

E.K. $10.00 Pd EK
S.M. $ 8.00 Pd SM

19

LIBER 127 PAGE 174

No. 13,243 Equity

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of Katherine Elizabeth Kapp deceased, was on the 19" day of March in the year of our Lord one thousand nine hundred and fifty-nine, granted and committed unto Carroll Louis Uebel 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 16" day of April in the year of our Lord nineteen hundred and fifty nine.

TEST:

George M Nutwell
Register of Wills for Anne Arundel County.

FILED
1959 MAY 16 AM 10:06

13,243 Eq
for Re Elizabeth Kapp.
Deceased
Examiners Edn. 1 examin.
E Clowans.

2D

LIBER 691 PAGE 145 LIBER 127 PAGE 175

THIS DEED, Made this 18th day of February, 1952, by and between THOMAS E. GERNERT and META P. GERNERT, his wife, of Queen Anne County, State of Maryland, parties of the first part, and KATHERINE E. KAPP, of Anne Arundel County, State of Maryland, party of the second part.

WITNESSETH, That for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto Katherine E. Kapp, her heirs and assigns, in fee simple, all that lot of ground and premises situate, lying and being in Anne Arundel County, State of Maryland and described as follows, that is to say:

BEING known and designated as lot No. Seven (7) as shown on the plat of Elvaton Acres, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4, Plat 15.

BEING the same lot of ground which by Deed dated October 4, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 648, folio 302, was conveyed by Charles L. Pumphrey and wife to the above named Grantors.

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

TO HAVE AND TO HOLD, the said described lot of ground and premises, unto and to the use of the said Katherine E. Kapp, her heirs and assigns, in fee simple; subject to the legal operation and effect of the covenants, conditions and restrictions set forth in the hereinabove referred to deed.

AND the said parties of the first part hereby covenant that they have not done nor suffered to be done any act, matter of thing whatsoever to encumber the property hereby granted; that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of the same as may be requisite.

13,243 Eq
In Re Katherine E Kapp, deceased
Examined with
E Clawans, examiner

21

WITNESS the hands and seals of said Grantors.

TEST:

Chas. F. Obrecht

Thomas E. Gernert (SEAL)
Thomes E. Gernert

Meta P. Gernert (SEAL)
Meta P. Gernert

STATE OF MARYIANL, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 18th day of February, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS E. GERNERT and META P. GERNERT, his wife, the Grantors named herein, and they acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Chas. F. Obrecht - Notary Public

Recorded: June 25, 1952 at 2.10 P.M.

22

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 J.H.H. No. 691, folio 145, 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 27th. day of May, 1959, A. D.

George F. Cromwell Clerk

George T. Cromwell, Clerk

23

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A RECORD ON FILE WITH THE DIVISION OF VITAL RECORDS AND STATISTICS.

Arthur S. Kraus SC.D., CHIEF
DIVISION OF VITAL RECORDS AND STATISTICS

FEB 25 1959
DATE ISSUED

NOT VALID WITHOUT RAISED SEAL

VALID ONLY WITH IMPRESSED SEAL

MARYLAND STATE DEPARTMENT OF HEALTH—BALTIMORE, 18

MEDICAL EXAMINER'S CERTIFICATE OF DEATH

Reg. Dist. No.

1. PLACE OF DEATH
a. COUNTY: Anne Arundel — MARYLAND
b. CITY OR TOWN (if outside corporate limits write RURAL and give nearest town): Annapolis
c. LENGTH OF STAY IN 1b: 4 hours
d. NAME OF HOSPITAL OR INSTITUTION (If not in hospital, give street address): A. A. Gen. Hospital

2. USUAL RESIDENCE (Where deceased lived. If institution, Residence before admission)
a. STATE: Md
b. COUNTY: A. A.
c. CITY OR TOWN (if outside corporate limits write RURAL and give nearest town): [illegible]
d. STREET ADDRESS:
e. INSTITUTION OF DEATH: YES [X] NO [ ]

3. NAME OF DECEASED (Type or print): First Katherine — Middle — Last Kapp
4. DATE OF DEATH: Month 2 — Day 20 — Year 1959
5. SEX: F
6. COLOR OR RACE: W
7. MARRIED [ ] NEVER MARRIED [ ] WIDOWED [X] DIVORCED [ ]
8. DATE OF BIRTH: 6-21-88
9. AGE (Last birthday): 70 Yrs. — IF UNDER 1 YEAR: Months, Days — IF UNDER 24 HRS.: Hours, Min.
10. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): None
10b. KIND OF BUSINESS OR INDUSTRY: None
11. BIRTHPLACE (State or foreign country): Catonsville
12. CITIZEN OF WHAT COUNTRY? U.S.A.
13. FATHER'S NAME: John Kroner
14. MOTHER'S MAIDEN NAME: Unknown
15. WAS DECEASED EVER IN U. S. ARMED FORCES? (Yes, no, or unknown) (If yes, give war or dates of service): None
16. SOCIAL SECURITY NO.: None
17. INFORMANT: Son in law — Address: Catonsville Md

MEDICAL CERTIFICATION

18. CAUSE OF DEATH (Enter only one cause per line for (a), (b) and (c).)
PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (a): Extensive burn, 2nd, 3rd degree
DUE TO: entire body
Conditions, if any, which gave rise to immediate cause (a), stating the underlying cause last. (b) DUE TO (c)
INTERVAL BETWEEN ONSET AND DEATH: 9 hours
PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I(a): none
19. WAS AUTOPSY PERFORMED? YES [ ] NO [X]
20a. EXTERNAL CAUSE WAS PRIMARY [X] or CONTRIBUTING [ ] CAUSE OF DEATH.
20b. DESCRIBE HOW INJURY OCCURRED (Enter nature of injury in Part I or Part II of item 18): Burned in house fire
20c. TIME OF INJURY: Hour 1 a.m. p.m. — Month, Day, Year 2-20-59
20d. INJURY OCCURRED: While at work [ ] Not while at work [X]
20e. PLACE OF INJURY (Home, farm, factory, street, office bldg., etc.): Home
20f. (City or town): Millersville — (County) — (State) A A

21. I certify that I took charge of the remains described above, held an Autopsy [ ], Inspection [X], Inquiry [ ], and in my opinion death resulted from: Natural causes [ ], Accident [X], Suicide [ ], Homicide [ ], Undetermined manner [ ]

ACTUAL SIGNATURE: Elmer Linhardt
M.D. CHIEF MEDICAL EXAMINER [ ] ASSISTANT MEDICAL EXAMINER [ ] DEPUTY MEDICAL EXAMINER [ ]
DATE SIGNED: 2-20-59
EXAMINER'S NAME (Type)

22a. BURIAL, CREMATION, REMOVAL (Specify): [illegible]
22b. DATE THEREOF: [illegible]
22c. NAME OF CEMETERY OR CREMATORY: [illegible]
22d. LOCATION (City, town, or county) (State)

23. FUNERAL DIRECTOR'S SIGNATURE: [illegible] — ADDRESS
24a. REC'D BY REGISTRAR: FEB 23 59 — DATE
24b. REGISTRAR'S SIGNATURE: [illegible]

13-243 Eq
In Re Estate of
Katherine E Kapp, decedent
Examiner's Exh. 3
E Klawans, examiner

24

No 123689

Charlas E Kapp
Deed & Agmt with
Katherine E Kapp
U S S 50¢ State Tax 10¢

This Deed and Agreement made in duplicate this 18th day of May 1939 by and between Charlas E Kapp hereinafter called party of the first part and Katharine E Kapp (formerly Catherina E or Katherina E Uabel) hereinafter called party of the second part

Whereas the said parties hereto are not now living together as Husband and wife and it being mutually desired by them to enter into an agreement affecting and defining their respective present and future property rights in and to the real and personl property of each other also defining and limiting the present and future obligations of the said party of the first part now or hereafter imposed upon him by law as the husband of the said party of the second part and as to their future manner or mode of living therefore

This Deed and Agreement Witnesseth that in consideration of the premises and of the respective sums of One ($1.00) Dollar paid by each of the parties hereto one to the other the respective receipts whereof are hereby acknowledged they the said parties hereto mutually and severally covenant undertake and agree as follows

1. That all the real and personal estate of every kind and character now held or owned by said party of the first part or to which in any manner shall be purchased or otherwise devolve on him shall be held and owned by him wholly and entirely free from any right interest or estate therein whatsoever of the said party of the second part both during his life or after his death and that said party of the second part shall not at any time (either during his life or after his death) claim or acquire any right title interest or estate in any of the said real and personal property of the said party of the first part as his wife widow heir next of kin or successor the aforesaid sum of One Dollar now paid to and received by her as aforesaid being in full payment and satisfaction of any such interest or estate whatsoever which she (the said party of the second part) now has or may hereafter in any manner acquire in and to all the said property now owned or hereafter acquired by the said party of the first part and in consideration of such payment the said party of the second part doth by these presents hereby waive relinquish quit-claim releases grant and convey unto the said party of the first part his heirs personal representatives and assigns absolutely and forever any and all right title interest or estate martial dower or otherwise which she may now have or in any manner hereafter acquire as aforesaid in and to allproperty and estate real and personal of the said party of the first part now or hereafter owned held or acquired by him and of such property of which he may die seized and possessed irrespective of any kind quality or value That also in consideration of the premises she the said party of the second part shall not at any time or place hereafter incur any debt or liability whatsoever for which he the said party of the first part may in any manner

To Clerk of Verges 7-15-53
SIGNATURE

become liable and that she will at all times hereafter indemniry and hold harmless the said party of the first part of and from any debt or liability in any manner incurred by her And further that in consideration of the premises she the said party of the second part shall not at any time or place bring institute or cause to be brought or instituted any suit action or claim of any kind or character for compelling the said party of the first part to pay for her support or maintenance or to pay any alimony or any debt contracted by her And that for the consideration aforesaid the said party of the first part shall not be required or obligated to furnish support and maintenance or provide a home and other necessities nor medical or hospital service and attention to or for the said party of the second part

2. That all the real and personal property of every kind or character whatsoever and including all the several parcels of land situate at or near the corner of the Rolling Road and Powers Lane in the First Election District, of Baltimore County Maryland acquired by the said party of the second part (as Uebel) first by deed from Mary Uebel dated April 10. 1907 and recorded among the Land Records of said County in Liber W P C No 313 Folio 173 second by deed from James T Carroll and wife January 29. 1936 Liber C W B Jr No 969 Folio 327 third under the Last Will and Testament of her former deceased husband Louis C Uebel and recorded among the Wills Records of said County and fourth any and all adjacent lots thereto and any and all other property now held or owned by said party of the second part or to which in any manner shall be purchased or otherwise devolve on her shall be held and owned by her wholly and entirely free of any present or future right interest or estate therein whatsoever of the said party of the first part both during her life or after her death and the said party of the first part shall not at any time (either during the life of the said party of the second part or after her death) claim any right title interest or estate in any of the aforesaid property real or personal of the said party of the second part now owned by her or by her in any manner hereafter acquired as the husband widower heir next of kin or successor the aforesaid sum of One Dollar now paid to and received by him as aforesaid being in full payment and satisfaction of any such interest or estate whatsoever which he the said party of the first part now has or may hereafter in any manner acquire in and to all the present or future property and estate of her the said party of the second part and in consideration of said payment to him and of the premises he the said party of the first part doth by these presents hereby waive relinquish quit-claim release grant and convey unto the said party of the second part her heirs personal representatives and assigns absolutely forever any and all right title interest or estate marital by courtesy or otherwise which he may now have or in any manner hereafter acquire as aforesaid into and out of all the property and estate real and personal of the said party of the second part now or hereafter owned held or acquired by her and of any such property of which she may die seized and possessed irrespective of kind quality or value and especially the several parcels of land and premises hereinbefore more particularly referred to

3. That neither of the said parties hereto waive or condone any cause for divorce either a mensa et thoro or a vinculo matrimonii which he or she may now or hereafter have against one another and either party may not withstanding the execution of this agreement at any time hereafter file action of divorce and in consideration of the premises the said party of the second part hereby further covenants and agrees that in any divorce or other proceeding by or between them she will not claim require or ask for any alimony pendente lite or otherwise

4. That it is the intention and purpose of the said parties hereto by these presents so far as their respective present and future property rights are concerned and as to any obligation imposed by law on said party of the first part as the husband of said party of the second part to place and put themselves in the same position in respect thereto as they would respectively occupy if granted at this time by a Court of competent jurisdiction an unconditional divorce " a vinculo and to more fully and effectually carry out the purport and intent of this deed and agreement the said parties hereto do each hereby covenant and agree although they deem and intend that it shall not be required but nevertheless should it at any time hereafter be thought or become necessary to join in the execution of any dead lease mortgage or other instrument of writing that they at any time and all times be requested by either of them or that may be required to transfer or convey the absolute title or otherwise to any property that they may respectively own without any additional consideration or compensation therefor whatsoever

Witness the hands and seals of both the parties hereto on the day and year first above written

Witness as to Charles E Kapp

Harry L Schroder — Charles E Kapp (Seal)

Witness as to Katherine E Kapp — Katherine E Kapp (Seal)

John J Timanus

State of Maryland Baltimore County to wit

I Hereby Certify that on this 18th day of May 1939 before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid personally appeared Katherine E Kapp the within named party hereto of the second part and acknowledged the aforegoing dead and agreement or instrument of writing to be her act and deed

As Witness my hand and Notarial Seal

John J Timanus

Notary Public (Notarial Seal)

State of Maryland Baltimore City

I Hereby Certify that on this 18th day of May 1939 before me the subscriber a Notary Public of the State of Maryland in and for the City aforesaid personally appeared Charles E Kapp the within named party of the first part and acknowledged the aforegoing deed and agreement or instrument of writing to be his act and deed

As Witness my hand and Notarial Seal

Harry L Schroder

Notary Public (Notarial Seal)

Recorded May 19th 1939 at 10 20 A M and exd per C Willing Browne Jr - Clerk.

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

STATE OF MARYLAND :
: SCT
COUNTY OF BALTIMORE :

I, WALTER J. RASMUSSEN, CLERK of the Circuit Court for Baltimore County, do hereby certify that the aforegoing is a true photostatic copy of the original Deed taken from the records of the said Circuit Court for Baltimore County as recorded in Liber CWBJr No. 1058 , Folio 579 , one of the Land Records of Baltimore County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of said Court, this 4th day of June A.D. 1959 .

Walter J. Rasmussen
CLERK of the Circuit Court
for Baltimore County.

27

13,243 Eq
In Re Estate K. E. Kopp, deceased
Examiner's Exh. 4 E. Clawans
examiner

LIBER 127 PAGE 183

CARROLL LOUIS UEBEL, ADMINISTRATOR OF THE ESTATE OF KATHERINE E. KAPP, deceased, et. al.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 13,485
vs.	*	
RICHARD CABROIL UEBEL, infant	*	

* * * * * * * * *

DECREE FOR SALE

This matter having been submitted, and testimony having been taken, the proceedings were by the Court read and considered;

It is, thereupon, this 18th day of January, in the year nineteen hundred and sixty, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, In Equity, ADJUDGED, ORDERED and DECREED that the property known as Lot No. 7, on the Plat of Elvaton Acres, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4, Plat 15, located in the Third Election District of Anne Arundel County and recorded in the name of Katherine Elizabeth Kapp, be sold; that Vernon G. Frame and J. Jelet Christopher 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 this Court, or by the Clerk thereof, in the penalty of $3500, conditioned for the faithful performance of the trust reposed in them by this Decree; the Trustees shall then proceed to sell the aforementioned property at either public or private sale for the highest price obtainable, and if at private sale, for not less than the appraised value of $2800; the terms of sale shall be one-third cash, the balance in thirty days (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,

28

VERNON G. FRAME
ATTORNEY AT LAW

endorsed to the satisfaction of the said Trustees; and as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of their 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 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, personal representatives, successors or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, 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 cost of this suit, and such commission 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.

Benjamin Michaelson
Judge

29

VERNON G. FRAME
ATTORNEY AT LAW

FILED
1960 JAN 19 AM 9:53

G 28056

LIBER 127 PAGE 185
LIBER 10 PAGE 162

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 13,485 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, VERNON G. FRAME and J. JELET CHRISTOPHER ------ 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 THIRTY FIVE HUNDRED DOLLARS ($3,500.00) --------- current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 20th day of January , 1960.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Carroll L. Bebel, Adm. of the Estate of Katherine E. Kapp, Decd. vs. Richard/ L. Uebel dated January 19, 1960, Vernon R. Frame & J. Jelet Christopher were appointed Trustees to make sale of the property described in said proceedings, and the said Vernon R. Frame and J. Jelet Christopher ---------- 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:

Jean E. Neal
Jean E. Neal

Vernon R. Frame (SEAL)
Vernon R. Frame

J. Jelet Christopher (SEAL)
J. Jelet Christopher PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 22nd day of January 1960.
George T. Cromwell Clerk

30

1960 JAN 22 PM 9:52

CARROLL LOUIS UEBEL, Administrator etc., et al.

vs.

RICHARD CARROLL UEBEL, infant

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

In Equity

13485 Equity

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

REPORT OF SALE

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

The Report of Sale of Vernon G. Frame and J. Jelet Christopher, Trustees appointed by the decree in the above entitled cause, to make sale of the property of Katherine Elizabeth Kapp, deceased, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, the said Trustees did sell, at private sale, on the 22nd day of January, 1960, the property known and designated as Lot No. 7, as shown on the Plat of Elvaton Acres, together with the improvements thereon, to William H. Lee, at and for the price of $4,250.00.

Vernon G. Frame
Vernon G. Frame

J. Jelet Christopher
J. Jelet Christopher
Trustees

STATE OF MARYLAND, COUNTY OF Anne Arundel to wit:

I HEREBY CERTIFY That on this 1 day of Feb, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Vernon G. Frame and J. Jelet Christopher, Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Hazel D. C. Williams
Notary Public

HAZEL D. C. WILLIAMS NOTARY PUBLIC ANNE ARUNDEL COUNTY MARYLAND

31

FILED

1960 FEB -3 AM 11:40

ORDER NISI

LIBER 127 PAGE 187

CARROLL LOUIS UEBEL, Administrator

etc., et al

versus

RICHARD CARROLL UEBEL, Infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,485 Equity

Ordered, this 3rd day of February, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by Vernon G. Frame and J. Jelet Christopher, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sales was $4,250.00

FILED 1960 FEB. 3 AM 11:40

George T. Cromwell Clerk.

True Copy.

TEST: \ Clerk.

(Final Order)

CARROLL LOUIS UEBEL, Administrator

etc., et al

versus

RICHARD CARROLL UEBEL, Infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of March, 1960 that the sale made and reported by the 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

32 1960 MAR 10 PM 1:42

LIBER 127 PAGE 188

OFFICE

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. 13,485 Equity

CARROLL LOUIS UEBEL, Administrator etc., et al
VERSUS
RICHARD CARROLL UEBEL, Infant

Ordered, this 3rd day of February, 1960. That the sale of the Property in these proceedings mentioned, made and reported by Vernon G. Frame and J. Jelet Christopher, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $4,250.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
F-27

CERTIFICATE OF PUBLICATION

Annapolis. Md., March 7, 1960

We hereby certify, that the annexed

Order Nisi - Sale
Eq. 13,485
Richard Carroll Uebel,
(Infant)

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of March, 1960. The first insertion being made the 6th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED
1960 MAR 8 AM 11 10

No. M. G. 13844

43

LIBER 127 PAGE 189

In the Case of

Carroll Louis Uebel, Administrator
of the Estate of
Katherine E. Kapp, deceased, et al
vs.
Richard Carroll Uebel,
Infant

In the

Circuit Court

For

Anne Arundel County

No. 13,485 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. Ecklund
Auditor.

October 13, 1960

FILED

1960 OCT 31 AM 10:30

Dr. in ac

Carroll Louis Uebel, Administrator of the Estate of Katherine E. Kapp, deceased vs. Richard Carroll Uebel, Infant

To Trustees for Commissions on proceeds of Sale of Real Estate, viz:	161	44	161	44
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	67	75		
Gilbert G. Miller - Sheriff's costs	6	00		
Emanuel Klawans - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	8	00		
Auditor - stating this account	54	00		
			165	75
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - premium on bond	14	00		
Wm. N. Baldwin and Edward N. C. Bradley- appraisal and testimony	20	00		
Parker Realty Co. - broker's commission	255	00		
Stephen R. Malatz - filing answer on behalf of defendant	25	00		
Clerk of Court - Court costs in #13,243 Equity	11	00		
Clerk of Court - certified copy of deed	2	25		
Clerk of Circuit Court of Balto. City - certified copy of deed and agreement	3	75		
One-half Federal documentary stamps	2	47		
One-half State documentary stamps	4	95		
Garner F. Klair - notary fee	1	00		
Hazel D. E. Williams - notary fee	1	00		
			367	42
To Trustees for Taxes, viz:				
1959 State and County taxes	60	17		
1960 State and County taxes	64	01	124	18
To Trustees for Claims filed by Carroll L. Uebel, Administrator of Estate of Katherine E. Kapp (Order 10/6/60), viz:				
Capital-Gazette Press - notice to creditors	20	00		
Anne Arundel General Hospital - services during last illness	35	00		
Dr. J. Fred Hawkins - professional services	25	00		
Kress Farm Dairy, Inc. - account filed	5	93		
Vernon G. Frame and J. Jelet Christopher- professional services to deceased in Baltimore County	150	00		
Vernon G. Frame - legal services to Administrator	40	00		
MacNabb Funeral Home - funeral expenses	1,092	10		
Register of Wills - Court costs	17	75		
Register of Wills - State tax on Administrator's commissions	6	78	1,392	56

BALANCE FOR DISTRIBUTION - $2,930.25

Distributed to the heirs at law of Katherine E. Kapp, who died, intestate, 2/21/59, viz:

(1) To Carroll L. Uebel, son -

one-twelfth	$244.19		
LESS direct inheritance tax	2.44	241	75
(2) To Lawrence A. Uebel, son -			
one-twelfth	$244.19		
LESS direct inheritance tax	2.44		
	241.75		
LESS Judgment Claim of Dr. Raymond L. Markley (Order 10/7/60)(see below)	113.05	128	70
(3) Marie E. Ganoung, daughter -			
one-twelfth	$244.19		
LESS direct inheritance tax	2.44	241	75
(4) Edna L. Danson, daughter -			
one-twelfth	$244.19		
LESS direct inheritance tax	2.44	241	75
(5) To Dorothy C. Harrison, daughter -			
one-twelfth	$244.19		
LESS direct inheritance tax	2.44	241	75
(6) To Alice L. Lorenz, daughter -			
one-twelfth	$244.19		
LESS direct inheritance tax	2.44	241	75
(7) To Eva V. Bushman, daughter -			
one-twelfth	$244.19		
LESS direct inheritance tax	2.44	241	75
(8) To Grace T. Barnes, daughter -			
one-twelfth	$244.19		
LESS direct inheritance tax	2.44	241	75
(9) To Hilda L. White, daughter -			
one-twelfth	$244.19		
LESS direct inheritance tax	2.44	241	75
(10) To Irene M. Dorr, daughter -			
one-twelfth	$244.18		
LESS direct inheritance tax	2.44	241	74
(11) To Iola M. Reich, daughter -			
one-twelfth	$244.18		
LESS direct inheritance tax	2.44	241	74
(12) To the Children of Louis C. Uebel, son, who died prior to 2/21/59, viz:			
I. Louis C. Uebel, grandson - one-thirty-sixth		81	39
II. Edward M. Uebel, grandson - one-thirty-sixth		81	39
III. Richard C. Uebel, grandson - one-thirty-sixth		81	40
To Raymond L. Markley, judgment creditor of Lawrence A. Uebel - in full payment Claim in #A-3157 Law, viz:			
Debt	$ 82.98		
Interest from 6/14/60 to 11/14/60	2.07		
Court costs	26.50		
Certified copy	1.50	113	05
To George M. Nutwell, Register of Wills- total direct inheritance tax		26	84
			2,930 25
			5,141 60

with Vernon G. Frame and J. Jelet Christopher, Trustees Cr.

1960						
Aug.	22	Proceeds of Sale of Real Estate (Contract dated 6/8/59)	4,250	00		
		Interest on deferred payment of $3,750.00 from 1/22/60 to 8/22/60 7 months	131	25	4,381	25
		Refund 1959 State and County taxes- 4 months	18	59		
		Refund 1960 State and County taxes	64	01	82	60
		Inventory value of personal estate	677	75	677	75
					5,141	60

ORDER NISI LIBER 127 PAGE 193

Carroll Louis Uebel, Administrator of the Estate of Katherine E. Kapp, deceased, et al

VERSUS

Richard Carroll Uebel, Infant

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,485 Equity.

1960 OCT 31 AM 10:30

ORDERED, This 31st 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 5th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of December, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

O. Bowie Duckett

1960 DEC -7 AM 11:33

LIBER 127 PAGE 194

OFF E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Order Nisi

No. 13,485 Equity

Carroll Louis Uebel, Administrator of the Estate of KATHERINE E. KAPP, deceased, et al

versus

RICHARD CARROLL UEBEL, Infant

Ordered, this 31st 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 5th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,485 Auditor Account Katherine E. Kapp

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of December, 1960. The first insertion being made the 2nd day of November, 1960.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 17913 1960 DEC -6 PM 1:13 By H. Tilghman

38

IN THE MATTER OF THE * LIBER 127 PAGE 195 IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF * FOR

HENRY LAMBKA and * ANNE ARUNDEL COUNTY

LIDDIE LAMBKA, his wife * NO. 13,820 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED

1960 JUN -3 PM 2:35

LIBER 127 PAGE 196 BOOK 1289 PAGE 337 Equity No. 13,820

This Mortgage, Made this 8th day of April , 1959

by and between Henry Lambka and Liddie Lambka, his wife ----------

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of -88- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 8,800.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

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

BEING all that lot of ground designated as Lot No. 9 in Section "A" as shown on the Plat of Sections "A", "B", and "C" of Rock Hill, recorded in Plat Cabinet 2, Rod E-1, Plat No. 1, in the office of the Clerk of the Circuit Court for Anne Arundel County said lot having a frontage of 100 feet on the Northeast side of Hillside Road with a depth of 200 feet.

BEING ALSO the same property which the said Mortgagors acquired from Luke T. Anthony and Mary E. Anthony, his wife, by Deed dated April 7, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 917, folio 514.

FILED

1960 JUN -3 PM 2:35

2

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

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

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

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

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.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 44.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 44.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagor shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 8,800.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Dubman
AMELIA H. DUBMAN

Henry Lambka (SEAL)

(SEAL)

Liddie Lambka (SEAL)
Liddie Lambka

(SEAL)

5

LIBER 127 PAGE 199

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1289 PAGE 340

I HEREBY CERTIFY, That on this 8th day of April, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Henry Lambka and Liddie Lambka, his wife ----------

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

AS WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Notary Public.

10.25

NOTARY PUBLIC ANNE ARUNDEL COUNTY

Rec'd for record April 21 1959 at 11:24 A.M.
Mailed to John Demyan, Jr.

Mortgage

FROM

HENRY LAMBKA and
LIDDIE LAMBKA, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3697

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1959 APR 21 AM 11:24
& RECORDED IN LIBER GTC
NO. 1289 FOLIO 337
GEO. R. CROMWELL, CLERK

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

Sealed
Pd 10.25

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

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

ATTEST:

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

..... By..... .....
Secretary. President.

LIBER 127 PAGE 200

IN THE MATTER OF THE * IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF * FOR
HENRY LAMBKA and * ANNE ARUNDEL COUNTY
LIDDIE LAMBKA, his wife * NO. 13,820 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 8,800.00
Advanced for Expenses		8.04
Interest from the 31st day of March, 1960, to the 31st day of July, 1960.	$ 278.40	
Late Fines from the 30th day of April, 1960 to the 31st day of July, 1960.	53.40	331.80
		9,139.84
Dues Paid to date		000.00
Total amount due under Mortgage		$ 9,139.84

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

BY Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 1st day of June, 1960, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary, of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Notary Public
AMELIA H. TUBMAN

FILED
1960 JUN -3 PM 2:35

6

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

LIBER 10 PAGE 299

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

EQUITY NO. 13,820

LIBER 127 PAGE 201

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HENRY LAMBKA and LIDDIE LAMBKA, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., 16 Crain Highway, S. W., Glen Burnie, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and 00/100 - - - - - - - - - - - - - - - - - Dollars ($10,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of June, in the year of our Lord, nineteen hundred and sixty.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Henry Lambka and Liddie Lambka, his wife to Glen Burnie Savings and Loan Association bearing date the 8th day of April, 19 59 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1289 Folio 337 and

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

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

John Demyan, Jr.

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

Signed, sealed and delivered in the presence of

Amelia H. Tubman
AMELIA H. TUBMAN

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

Bond approved this 2 day of July, 1960

Clerk

FILED

1960 JUL -2 AM 9:25

7

LIBER 127 PAGE 202 OFFICE OF 13,830 Equity

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

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lot No. 9 in Section A as shown on the Plat of Sections A, B and C of Rock Hill, recorded in Plat Cabinet 2, Rod E-1, Plat No. 1.

Properly located at Rock Hill Third Election District of Anne Arundel County, Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Henry Lambka and Liddie Lambka, his wife, dated April 8, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 337 (default having occurred thereunder, the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on

WEDNESDAY, JULY 6, 1960 at 11 o'clock A.M.

All that lot of ground, situate, lying and being in Rock Hill, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING all that lot of ground designated as lot No. 9 in Section A as shown on the Plat of Sections A, B and C of Rock Hill, recorded in Plat Cabinet 2, Rod E-1, Plat No. 1, in the office of the Clerk of the Circuit Court for Anne Arundel County said lot having a frontage of 100 feet on the Northeast side of Hillside Road with a depth of 200 feet.

BEING ALSO the same property which the said Mortgagors acquired from Luke T. Anthony and Mary E. Anthony, his wife, by Deed dated April 7, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 917, folio 514.

No.

IMPROVEMENTS: Frame Cottage.

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

John Demyan, Jr.
Attorney named in the Mortgage
George Scible
Auctioneer

Ju-30

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

Mortgage Sale

Henry Lambka

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
JUL -8 PM 1:50

By H. Tilghman

8

LIBER 127 PAGE 203

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
HENRY LAMBKA AND	*	ANNE ARUNDEL COUNTY
LIDDIE LAMBKA, his wife	*	NO. 13,920 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from Henry Lambka and Liddie Lambka, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated April 8, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 337; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, Rock Hill, Pasadena, Maryland, Wednesday July 6, 1960, at 11 o'clock A. M., and then and there sold the said property to Glen Burnie Savings and Loan Association of Anne Arundel County, at and for the sum of Five Thousand---------- ($ 5,000.00)Dollars, being at that figure the highest bidder therefor, said property being the following:

All that lot of ground situate, lying and being in Rock Hill, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

FILED

1960 AUG 23 AM 9:41

9

BEING all that lot of ground designated as Lot No. 9 in Section A as shown on the Plat of Sections A, B and C of Rock Hill, recorded in Plat Cabinet 2, Rod E-1, Plat No. 1, in the office of the Clerk of the Circuit Court for Anne Arundel County said lot having a frontage of 100 feet on the Northeast side of Hillside Road with a depth of 200 feet.

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

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

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of July 1960; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

MURIEL G. CARTER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Muriel G. Carter
MURIEL G. CARTER Notary Public

10.

ORDER NISI

LIBER 127 PAGE 205

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF HENRY LAMBKA AND
~~XXXXXX~~
LIDDIE LAMBKA, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 13,820 Equity

Ordered, this 23rd day of August, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage

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

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

FILED 1960 aug 23 AM 9:41

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF HENRY LAMBKA AND
~~XXXXXX~~
LIDDIE LAMBKA, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 27th 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 Michaelson
JUDGE.

FILED
1960 SEP 27 PM 3:35

11

OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 206

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 13,820 Equity
In the matter of the Mortgaged Real Estate of
HENRY LAMBKA and
LIDDIE LAMBKA, his wife

Ordered, this 23rd day of August, 1960, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contray 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.

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

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 Sale Eq 13,820.

Henry Lambka

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 September, 1960. The first insertion being made the 25th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 SEP 19 AM 11:18

By H. Tilghman

No. M. G. 16641

12

LIBER 127 PAGE 207

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Henry Lambka
and
Liddie Lambka, his wife

In the

Circuit Court

For

Anne Arundel County

#13, 820 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura N. Hockley
Auditor.

November 12, 1960

FILED

1960 NOV 15 AM 10:02

13

Dr. In the Matter of the Mortgaged REal Estate of Henry Lambka and Liddie Lambka, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	182	43	232	43
To Attorney For Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - 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		
Speer Publications, Inc. - handbills	13	12		
U.S. Fidelity & Guaranty Co. -bond premium	40	00		
George W., Scible -auctioneer's fee	40	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Muriel G. Carter - notary fee		50		
Amelia H. Tubman - notary fee		50	199	37
To Attorney for Taxes, viz:				
1960 State and County Taxes ($109.96)- 6 months 6 days	56	78	56	78
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	4,540	96	4,540	96
			5,081	04
Amount of Mortgage claim filed	9,139	84		
Interest on Principal balance of $8,800. @ 6% from 7/31/60 to 12/19/60 - 4 months 19 days	203	86		
	9,343	70		
Cr. Amount allowed above	4,540	96		
Balance subject to decree in personam	4,802	74		

14

with

John Demyan, Jr., Attorney named in Mortgage

Cr.

1960				
July	6	Proceeds of Sale	5,000 00	
		Interest on deferred payment of $4,250.00 - 3 months 14 days	81 04	5,081 04
				5,081 04

15

LIBER 127 PAGE 210

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Henry Lambka

and

Liddie Lambka, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,820 Equity.

ORDERED, This 15th day of November, 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 19th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of December, 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 DEC 20 PM 2:11

D. Bowie Duckett

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 211

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,820 Auditor Account. Henry Lambka 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 19th day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 17736 1960 DEC -5 PM 1:38 By W. Tilghman

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,820 Equity

In the Matter of the Mortgaged Real Estate of HENRY LAMBKA AND LIDDIE LAMBKA, his wife

Ordered this 15th day of November, 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 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-1

LIBER 127 PAGE 212

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
MATTHEW GEORGE SCHOFF AND SAUNDRA S. SCHOFF, HIS WIFE	:	(In Equity)

No. 13,899 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 Matthew George Schoff and Saundra S. Schoff, his wife to Baltimore Federal Savings and Loan Association, dated March 23rd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1011 folio 484.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED
1960 JUL 30 AM 9:19

245-12270

LIBER 127 PAGE 213

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 1011 PAGE 484

MARYLAND

No. 13,899 Equity

MORTGAGE

THIS MORTGAGE, made this 23rd day of March, A. D. 1956, by and between MATTHEW GEORGE SCHOFF, and SAUNDRA S. SCHOFF, his wife.,

of ANNE ARUNDEL COUNTY, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND TWO HUNDRED AND NINETY Dollars ($12,290.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY-TWO and 28/100 Dollars ($ 62.28), commencing on the first day of May, 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~[illegible]~~ MARCH 22, 1986. ~~[illegible]~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 11 in Block E, as shown on the Plat of Country Club Estates, Section 1, which Plat is dated June, 1955 and recorded among the Plat Records of Anne Arundel County on July 13, 1955 in Plat Book 26 Folio 23. The improvements thereon being known as 116 Country Club Drive.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Shirley Corporation unto said Mortgagor, herein.

FILED

1960 JUL 30 AM 9:19

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

10—49890-8

2

LIBER 127 PAGE 214

LIBER 1011 PAGE 485

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] security for the indebtedness herein mentioned.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of $120.00 payable half-yearly on the 15th. days of March and September, 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.

LIBER 1011 PAGE 486

LIBER 127 PAGE 215

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

16-40290-6

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Matthew George Schoff [SEAL]
MATTHEW GEORGE SCHOFF

[SEAL]

Saundra S. Schoff [SEAL]
SAUNDRA S. SCHOFF

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit: LIBER 1011 PAGE 488

I HEREBY CERTIFY, That on this 23rd day of March, 19 56, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MATTHEW GEORGE SCHOFF, and SAUNDRA S. SCHOFF, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

JOHN R. HOLLAND, JR. Notary Public.

NOTARY PUBLIC BALTIMORE

Application No. 40414
Written by
Examiner
Approved by
Ready for Record

Rec'd for record Mar 27 1956 at 1:40 P.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.
MATTHEW GEORGE SCHOFF AND
SAUNDRA S. SCHOFF, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 127 PAGE 217

MILITARY AFFIDAVIT No. 13,899 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 28th day of July, 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 Matthew George Schoff and Saundra S. Schoff, his wife against whom foreclosure proceedings were instituted, are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1960 JUL 30 AM 9:19

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

MATTHEW GEORGE SCHOFF AND

SAUNDRA S. SCHOFF, HIS WIFE

IN THE

LIBER 127 PAGE 218

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,899 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Matthew George Schoff and Saundra S. Schoff, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **23rd** day of **March** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1011** Folio **484** .

Amount of Mortgage	**$12,290.00**
Less - amount paid on principal	**715.60**
	11,574.40
Plus - interest to 8/23/60	**510.75**
	12,085.15
Plus - overdraft in expense account	**161.37**
	12,246.52

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **28th** day of **July** 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 JUL 30 AM 9:19

Clara M. Link

Clara M. Link Notary Public

7.

CALLAHAN & CALWELL
Solicitors
Baltimore Federal Buildi
Baltimore 2, Maryla...

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Matthew George Schoff and Saundra S. Schoff, his wife to Baltimore Federal Savings and Loan Association, dated March 23rd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1011, folio 484 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, AUGUST 31st, 1960 at 3:20 P.M. (E.D.T.)

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

BEING known and designated as Lot No. 11 in Block E, as shown on the Plat of Country Club Estates, Section 1, which Plat is dated June, 1955 and recorded among the Plat Records of Anne Arundel County on July 13, 1955 in Plat Book 26 Folio 23. The improvements thereon being known as 116 Country Club Drive.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

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

The improvements consist of a modern 1½ story frame dwelling, containing 7 rooms (4 bedrooms) 2 baths, hot water gas fired (radiant) heat.

N 960 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

A-25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 219

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30 19 60

We hereby certify, that the annexed

Attorney's Sale

Matthew George Schoff

13 579

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 31st day of August, 1960. The first insertion being made the 4th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

AUG 30 PM 1:46 By H. Tilghman

6

LIBER 127 PAGE 220

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
MATTHEW GEORGE SCHOFF AND SAUNDRA S. SCHOFF, HIS WIFE	:	(In Equity)

Equity No. 13,899

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **March 23rd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1011 folio 484** from said **Matthew George Schoff and Saundra S. Schoff, 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 **31st** day of **August,** ~~xx~~ **1960 at 3.20 P.M. (E.D.T.)** attend on the premises and then and there sold the **leasehold** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 11 in Block E, as shown on the Plat of Country Club Estates, Section 1, which Plat is dated June, 1955 and recorded among the Land Records of Anne Arundel County in Plat Book 26 folio 23, the improvements whereon are known as No. 116 Country Club Drive; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED
1960 SEP -2 AM 9:09

CALLAHAN & CALWELL
Solicitors
Baltimnre Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE, LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Matthew George Schoff and Saundra S. Schoff, his wife to Baltimore Federal Savings and Loan Association, dated March 23rd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1011 folio 484 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, AUGUST 31st, 1960 at 3:20 P.M. (E.D.T.)

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

BEING known and designated as Lot No. 11 in Block E, as shown ou the Plat of Country Club Estates, Section 1, which Plat is dated June, 1955 and recorded among the Plat Records of Anne Arundel County on July 13, 1955 in Plat Book 26 Folio 23. The improvements thereon being known as 116 Country Club Drive.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

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

The improvements consist of a modern 1½ story frame dwelling, containing 7 rooms (4 bedrooms) 2 baths, hot water gas fired (radiant) heat.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purehaser 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 A-25

LIBER 127 PAGE 221

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 six hundred thirteen ($12,613.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highes bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **1st** day of **September, 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 Pubiic

~~Mortgage and~~ Attorney's Bond.

I-369

LIBER 127 PAGE 222

LIBER 10 PAGE 348

315385

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

No. 13899 Equity

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

TWELVE THOUSAND, THREE HUNDRED AND 00/100 - - -($12,300.00) - - - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th -

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 Matthew George Schoff and Saundra S. Schoff his wife to the Baltimore Federal Savings & Loan Association

bearing date the 23rd day of March nineteen hundred and fifty-six

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1011, Folio 484, and

#116 Country Club 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 McSmith

~~Attest~~ As to Surety:

W. S. Kraus
M.S. Kraus

FILED

1960 AUG 31 AM 9:03

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Bond approved this 31 day of August 1960

George T Cromwell, C...

11

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

Matthew George Schoff and
Saundra S. Schoff, His Wife

IN THE LIBER 127 PAGE 223

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,899 Equity

Ordered, this 2nd day of September, 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 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.

The report states that the amount of sale was $12,613.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 Sep 2 AM 9:09

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Matthew George Schoff and
Saundra S. Schoff, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

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

12

LIBER 127 PAGE 224

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,899 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
MATTHEW GEORGE SCHOFF and
SAUNDRA S. SCHOFF, his Wife

Ordered, this 2nd day of September, 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 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.

The report states that the amount of sale was $12,613.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-29

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 5, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,899

Matthew George Schoff

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17056 1960 OCT -5 PM By Sol. Tilghman

13

In the Case of

LIBER 127 PAGE 225

Walter S. Calwell,
Attorney named in Mortgage
vs.
Matthew George Schoff
and
Saundra S. Schoff, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,899 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. Baklund
Auditor.

November 2, 1960

FILED

1960 NOV -9 AM 10:22

14

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Matthew George Schoff and Saundra S. Schoff, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	411	11	461	11
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	70	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	49	20		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	14	30		
Clara M. Link - notary fees	1	25	203	90
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,058	35	12,058	35
			12,779	36
Amount of mortgage claim filed	12,246	52		
Interest @ 4½% on principal balance of $11,574.40 from 8/23/60 to 12/12/60 - 3 months 20 days	159	15		
	12,405	67		
Cr. Amount allowed above	12,058	35		
Balance subject to decree in personam	347	32		

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

1960						
Aug.	31	Proceeds of Sale	12,613	00		
		Interest on deferred payment to 10/12/60	90	58	12,703	58
		Refund 1960 State and County taxes 4 months	70	78		
		Refund ground rent from 8/31/60 to 9/15/60	5	00	75	78
					12,779	36

16

LIBER 127 PAGE 228

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Matthew George Schoff

and

Saundra S. Schoff, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,899 Equity.

ORDERED, This 9th day of November, 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 19th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

George T. Cromwell

1960 NOV -9 AM 10:22

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of December, 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 DEC 20 PM 2:42

O. Bowie Duckett

17.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 229

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,899 Equity

Walter S. Calwell, Attorney Named in Mortgage

versus

MATTHEW GEORGE SCHOFF and SAUNDRA S. SCHOFF, his wife

Ordered, this 9th day of November, 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 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,899

Auditor Account

Matthew George Schoff

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 19th day of December, 1960. The first insertion being made the 17th day of November, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12102 1960 DEC -5 PM 1:25 By H. Tilghman

18

LIBER 127 PAGE 230

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
BUCK O. PERDUE and	*	ANNE ARUNDEL COUNTY
BERTHA PERDUE, his wife	*	NO. 13,905 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original Mortgage in this foreclosure suit.

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

FILED

1960 AUG -3 AM 9:58

LIBER 193 PAGE 235

LIBER 1 90 PAGE 51 13905 Eq.

This Mortgage, Made this - 6th day of March , A. D. 19 58 by and between Buck O. Perdue and Bertha Perdue, his wife ----------

---------of Anne Arundel County ----------, in the State of Maryland, hereinafter called the Mortgagor, and THE BANK OF GLEN BURNIE, a corporation organized and existing under the laws of the State of Maryland, hereafter called the Mortgagee.

LIBER 127 PAGE 231

WHEREAS, the said Mortgagors stand bona fide indebted unto the said Mortgagee in the full and just sum of Seven Thousand ---------- ($ 7,000.00) Dollars, for money this day loaned by the said Mortgagee unto the said Mortgagors , which said sum, ~~having been used as a part of the purchase price for the property hereinafter described~~, the said Mortgagors herewith covenant and agree to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of Six percent (6%) per annum, in the following manner and time:

THE SUM OF Seventy-Eight ----------($ 78.00) Dollars to be paid on the First day of April 19 58 , and a like or similar sum on the First day of each and every consecutive month thereafter to and including the First day of March , 19 63 , and the balance of the principal and interest remaining unpaid shall become due and payable on the First day of March 19 63 ; the said monthly payments to be applied first to the payment of interest at the rate aforesaid on the balance of the unpaid principal and any amount remaining after the payment of the said interest shall be applied to the payment of the unpaid principal.

ALL SUMS aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public or private, at the office of The Bank of Glen Burnie, at Glen Burnie, Maryland, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

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

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

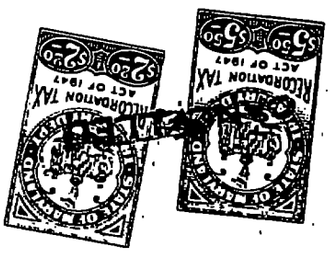
BEGINNING for the same at an iron pipe marking the beginning of the South 4° 35' West 521.8 foot line of the description contained in a deed dated December 30, 1948 whereby the property was conveyed by Clara Aughinbaugh et al, to Cornelius D. Jarboe and Virginia Jarboe, his wife, et al, to Cornelius D. Jarboe and Virginia Jarboe, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 508, folio 167, and running thence from said beginning point, North 26° 06' West 60.89 feet to an iron pipe set on the Southeasterly side of a private road, for use in common, 30 feet in width; thence running with the said side of said 30 foot road, South 63° 54" West 160.0 feet to an iron pipe there set; thence leaving said road and running South 26° 06' East 150.0 feet to a hub there set; thence running North 73° 17' East 97.73 feet to a hub set on the South 4° 35' West 521.8 foot line of the description contained in the aforementioned conveyance; thence along part of said line reversed and corrected for variation, North 5° 11' East 122.88 feet to the place of beginning. Containing 0.551 acres of land, according to a survey and plat of same in May, 1953, by T. T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor.

BEING the same property which the said Mortgagors acquired from William D. Carr and Alice G. Carr, his wife, by Deed dated May 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 759, folio 163.

1960 AUG -3 AM 9:58

LIBER 127 PAGE 232

LIBER 1190 PAGE 52



LIBER 1193 PAGE 236

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

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

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

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

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, 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 hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee in the amount of at least **Seven Thousand ($7,000.00)**---------- Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That 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 or other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or John Demyan, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the same, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same, all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefore legal tender be made of said principal, interest, costs, expenses and commission.

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

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

WITNESS:

Amelia H. Tubman
AMELIA H. TUBMAN

Amelia H. Tubman
AMELIA H. TUBMAN

Buck O. Perdue (Seal)
Buck O. Perdue

Bertha Perdue (Seal)
Bertha Perdue

(Seal)

(Seal)

LIBER 127 PAGE 234

LIBER 1190 PAGE 54

5

LIBER 1193 PAGE 238

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of March 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Buck O. Perdue and Bertha Perdue, his wife ---------- the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

AT the same time also personally appeared Fred. W. Kuethe, the President of the within body corporate, mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

AMELIA H. TUBMAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Amelia H. Tubman

AMELIA H. TUBMAN
Notary Public

Rec'd for record Mar 12 1958 at 9.02 AM.
Mailed to John Demyan, Jr.

Rec'd for re-record Mar 27 1958 at 2.50 PM.
Mailed to John Demyan, Jr.

MORTGAGE

From

BUCK O. PERDUE and

BERTHA PERDUE, his wife

To

THE BANK OF GLEN BURNIE

Block No.

Received for Record at ..... o'clock ..... M. Same day recorded in Liber ..... No. ..... Folio ..... &c., one of the Land Records of ..... and examined per ..... Clerk

Cost of Record, $ 13.50

LAW OFFICES
JOHN DEMYAN, JR.
GLEN BURNIE
MARYLAND

Re-Record

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 MAR 27 PM 2:50
& RECORDED IN LIBER GTC
NO. 1193 FOLIO 235
GEO. T. CROMWELL, CLERK

1350

LIBER 127 PAGE 235

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
BUCK O. PERDUE and	*	ANNE ARUNDEL COUNTY
BERTHA PERDUE, his wife	*	NO. 13,905 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan	$ 7,000.00
Interest from the 30th day of April, 1960 to the 30th day of September, 1960	153.15
	$ 7,153.15
Paid to date	873.08
Total Amount due under Mortgage	$ 6,280.07

THE BANK OF GLEN BURNIE, a body corporate

BY G. E. Mergenthaler
G. E. Mergenthaler, Cashier

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of July 1960; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared G. E. Mergenthaler, Cashier, of The Bank of Glen Burnie, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Bank.

WITNESS my hand and Notarial Seal.

Amelia H. Brennan
AMELIA H. BRENNAN
Notary Public

FILED

1960 AUG -3 AM 9:58

6

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
BUCK O. PERDUE and	*	ANNE ARUNDEL COUNTY
BERTHA PERDUE, his wife	*	NO. 13,905 EQUITY
	*	

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr.

and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) knowledge, information and belief

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

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

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

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

John Demyan, Jr.
Affiant

Subscribed and sworn to before me this 30th day of July 1960.

Amelia H. Peterson
Notary Public

FILED
1960 AUG -3 AM 9:58

7.

Judicial 13—Maryland—Mortgagee's or Att[illegible]'s Bond (1-55) ⊙

LIBER 10 PAGE 354

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 127 PAGE 237

no 13,905 Equity

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., 16 Crain Highway, S. W., Glen Burnie, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 7,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of September, in the year of our Lord, nineteen hundred and sixty

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Buck O. Purdue and Bertha Purdue, his wife to The Bank of Glen Burnie bearing date the 6th day of March, 19 58 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1105 Folio 57 and:

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr.

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

Signed, sealed and delivered in the presence of

Michael Demyan

Michael Demyan

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

Bond approved this 6th day of September, 1960

George T. Cromwell Clerk

FILED

1960 SEP -6 AM 9:38

8

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

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

PROPERTY LOCATED IN CROWNSVILLE, SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale and authority contained in a Mortgage from Buck O. Perdue and Bertha Perdue, his wife, dated March 8, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1105, folio 57 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on

TUESDAY,
SEPTEMBER 6, 1960
at 11 o'clock A.M.

All the lot of ground, being, lying and situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe marking the beginning of the South 4 degrees 35' West 521.8 foot line of the description contained in a deed dated December 30, 1948 whereby the property was conveyed by Clara Aughinbaugh et al, to Cornelius D. Jarboe and Virginia Jarboe, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 508, folio 167, and running thence from said beginning point North 28 degrees 06' West 60.89 feet to an iron pipe set on the Southeasterly side of a private road for use in common, 30 feet in width; thence running with the said side of said 30 foot road, South 83 degrees 54" West 160.0 feet to an iron pipe there set; thence leaving said road and running South 26 degrees 06' East 150.0 feet to a hub there set; thence running North 73 degrees 17' East 97.73 feet to a hub set on the South 4 degrees 35' West 521.8 foot line of the description contained in the aforementioned conveyance; thence along part of said line reversed and corrected for variation, North 5 degrees 11' East 122.88 feet to the place of beginning. Containing 0.551 acres of land, according to a survey and plat of same in May, 1953, by T. T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor.

No.

BEING the same property which the said Mortgagors acquired from William D. Carr and Alice G. Carr, his wife, by Deed dated May 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 739, folio 163.

IMPROVEMENTS: Frame Bungalow.

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

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

s-1

OFFICE OF 13.905

Maryland Gazette

Published by LIBER 127 PAGE 238
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 2, 1960

We hereby certify, that the annexed

Mortgage Sale

Buck O. Perdue

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 6th day of September, 1960. The first insertion being made the 11th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 SEP -2 PM 1:45

By H. Tilghman

9

LIBER 127 PAGE 239

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGE REAL ESTATE OF	*	FOR
BUCK O. PERDUE and	*	ANNE ARUNDEL COUNTY
BERTHA PERDUE, his wife	*	NO. 13' 905 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from Buck O. Perdue and Bertha Perdue, his wife, to The Bank of Glen Burnie, a body corporate, dated March 6, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1190, folio 51; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, Place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, in Crownsville, Maryland, Tuesday August 30, 1960, at 11 o'clock A. M., and then and there sole the said property to Lysle N. Brandenburg and Betty W. Brandenburg, his wife, as tenants by the entireties - - - - - - - - - - - - - at and for the sum of SIXTY NINE HUNDRED - - - - - - - - - - - - - - - - ($ 6,900.00) Dollars, they being at that figure the highest bidder therefor, said property being the following:

All the lot of ground, being, lying and situate in the Second Election District of Anne Arundel County, State of

FILED

1960 SEP -9 AM 10:57

10

Maryland,and described as follows:

BEGINNING for the same at an iron pipe marking the beginning of the South 4° 35' West 521.8 foot line of the description contained in a Deed dated December 30, 1948 whereby the property was conveyed by Clara Aughinbaugh et al, to Cornelius D. Jarboe and Virginia Jarboe, his wife, et al, to Cornelius D. Jarboe and Virginia Jarboe, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 508, folio 167, and running thence from said beginning point, North 26° 06' West 60.89 feet to an iron pipe set on the Southeasterly side of a private road, for use in common, 30 feet in width; thence running with the said side of said 30 foot road, South 63° 54" West 160.0 feet to an iron pipe there set; thence leaving said road and running South 26° 06' East 150.0 feet to a hub there set; thence running North 73° 17' East 97.73 feet to a hub set on the South 4° 35' West 521.8 foot line of the description contained in the aforementioned conveyance; thence along part of said line reversed and corrected for variation, North 5° 11' East 122.88 feet to the place of beginning. Containing 0.551 acres of land, according to a survey and plat of same in May, 1953, by T. T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor.

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

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

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 5th day of August 1960; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Amelia N. Pittman
Notary Public

ORDER NISI

In The Matter of the Mortgaged Real Estate of Buck O. Perdue and Bertha Perdue, his wife

versus

LIBER 127 PAGE 242
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,905 Equity

Ordered, this 9th day of September, 19 60, That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney Named in the Mortgage

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

The report states that the amount of sale was $6,900.00

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

FILED
1960 SEP -9 AM 10:57
(Final Order)

In The Matter of the Mortgaged Real Estate of Buck O. Perdue and Bertha Perdue, his wife

versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 18th day of October, 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. Bruce Duckett
JUDGE.

FILED
1960 OCT 18 AM 11:44

13

LIBER 127 PAGE 243

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,905 Equity
In the Matter of the Mortgaged Real Estate of
BUCK O. PERDUE and
BERTHA PERDUE, his wife

Ordered, this 9th day of September, 1960, That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $6,800.00.

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 - Sale - Eq. 13,905

Buck O. Perdue

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 17th day of October, 1960. The first insertion being made the 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 17098 1960 OCT 10 P.M. 3:57

14

LIBER 127 PAGE 244

In the Case of

In the Matter of the Mortgaged
Real Estate
of vs.
Buck O. Perdue
and
Bertha Perdue, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,905 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

November 12, 1960

FILED

1960 NOV 15 AM 10:02

15

Dr. In the Matter of the Mortgaged Real Estate of Buck O. Perdue and Bertha Perdue, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	238	78	288	78
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	105	88		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	12	36		
U.S. Fidelity & Guaranty Co. -bond premium	28	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Amelia H. Tubman - notary fees	1	50	221	29
To Attorney for Taxes, viz: 1960 State and County taxes ($116.04) - 8 months	77	36	77	36
To The Bank of Glen Burnie, mortgagee - this balance on account mortgage claim	6,320	52	6,320	52
			6,959	45
Amount of mortgage claim filed	6,280	07		
Interest @ 6% on principal balance of $6,280.07 from 9/30/60 to 12/19/60 - 2 months 19 days	82	68		
	6,362	75		
Cr. Amount allowed above	6,320	52		
Balance subject to decree in personam	42	23		

16.

with

Cr.

John Demyan, Jr., Attorney named in Mortgage

1960				
Aug.	30	Proceeds of Sale	6,900 00	
		Interest on deferred payment of		
		$6,150.00 - 1 month 28 days	59 45	6,959 45
				6,959 45

ORDER NISI LIBER 127 PAGE 247

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Buck O. Perdue

and

Bertha M. Perdue, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,905 Equity.

ORDERED, This 15th day of November, 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 19th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of December, 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 DEC 20 PM 2:42

D. Bowie Duckett

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 248

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,905

Auditor Account

Buck O. Perdue

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 19th day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,905 Equity
In the Matter of the Mortgaged Real Estate of
BUCK O. PERDUE and
BERTHA PERDUE, his wife

Ordered this 15th day of November, 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 19th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-1

FILED

No. M. G. 17735 1960 DEC -5 PM 1:38

19

LIBER 127 PAGE 249

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE	:	IN THE CIRCUIT COURT OF
vs.	:	ANNE ARUNDEL COUNTY.
STANLEY O'DELL CRABTREE AND NANCY J. CRABTREE, HIS WIFE.	:	IN EQUITY

No. 13,916 Equity

MR. CLERK:

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

George C. Bast

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

FILED

1960 AUG -9 PM 3:59

LIBER 127 PAGE 250

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 1128 PAGE 286

MARYLAND

No. 13916 Equity

MORTGAGE

THIS MORTGAGE, made this -18th- day of JUNE, A. D. 19 57, by and between STANLEY O'DELL CRABTREE AND NANCY J. CRABTREE, HIS WIFE- - -

of ANNE ARUNOEL COUNTY- - - - - - - - - - - - - , in the State of Maryland, hereinafter called the Mortgagor, and BRADFORD 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 NINE THOUSAND FIVE HUNDRED- - - - - - - - - - - - - - - - Dollars ($9,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of FOUR AND ONE HALF per centum (4½ %) per annum until paid, principal and interest being payable at the office of BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION , in BALTIMORE- - - - - - - - - - - - - - Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two dollars and eighty-one cents - - - - - - - - -xDollars ($ 52.81), commencing on the first day of July - - - - - - , 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 first day of - - - -June- - - , 19 82 . 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 ARUNOEL COUNTY- - - - - - - - - - - - - - - -, in the State of Maryland, to wit:

KNOWN AND DESIGNATED AS LOT NO. 4, BLOCK A, AS SHOWN ON THE PLAT OF PASADENA MANOR, SECTION I, RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK NO. 28 FOLIO 30.

SUBJECT TO POLES AGREEMENT IN G.T.C. 1017 FOLID 544.

SUBJECT TO RESTRICTIONS IN LIBER G.T.C. 1072 FOLIO 236.

SUBJECT TO SUBDIVISION AGREEMENT IN G.T.C. 1035 FOLIO 206.

BEING THE SAME LOT OF GROUND WHICH BY DEED OF ASSIGNMENT OF EVEN DATE HEREWITH AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WAS GRANTED AND CONVEYED BY ANN K. RAHLL UNTO THE WITHIN NAMED MORTGAGORS.

"PETITIONER'S EXHIBIT NO.1"

FILED

1960 AUG -9 PM 3:59

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

16—42890-6

2

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within Mortgage unto George C. Bast, Jr. for the purpose of foreclosure, this 8th day of August, 1960.

Witness the corporate seal of said body corporate and the signature of Herbert F. Norris, its President.

Witness:

Mary Virginia Hale

Mary Virginia Hale

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Herbert F. Norris

Herbert F. Norris, President.

Cancelled

1960 AUG -9 PM 2:45

& RECORDED IN LIBER GTC

NO. 1128 FOLIO 287

GEO. T. CRICHWELL, CLERK

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, FOR ALL THE REST AND RESIDUE OF THE TERM OF YEARS YET TO COME, AND UNEXPIRED THEREIN, WITH THE BENEFITS OF RENEWAL FOREVER, SUBJECT TO THE PAYMENT OF THE ANNUAL RENT OF $108.00 PAYABLE IN EQUAL INSTALLMENTS HALF YEARLY ON THE 18th DAY OF June AND Dec. 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—40800-6

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 I. NORRIS, 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

5

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of 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:

Bernadine C. Magsamen
Bernadine C. Magsamen

Stanley O'Dell Crabtree [SEAL]
STANLEY O'DELL CRABTREE

[SEAL]

Nancy J. Crabtree [SEAL]
NANCY J. CRABTREE

x[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this --18th- day of JUNE, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the CITY OF BALTIMORE aforesaid, personally appeared STANLEY O'DELL CRABTREE AND NANCY J. CRABTREE, HIS WIFE- - - - - - the above named Mortgagors, and THEY acknowledged the foregoing mortgage to be THEIR- - - - - - - - - - - - - act.

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

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

BERNADINE C. MAGSAMEN NOTARY PUBLIC Baltimore County Md.

Bernadine C. Magsamen
Notary Public.

Rec'd for record June 19 1957 at 12.38 P.M.
Mailed to Bradford Federal Savings & Loan Assn.

LIBER 1128 PAGE 289

(2) K

STATE OF MARYLAND
File in Equity 13916

Mortgage

FROM

STANLEY O'DELL CRABTREE AND
NANCY J. CRABTREE, HIS WIFE

TO

BRADFORD FEDERAL SAVINGS AND
LOAN ASSOCIATION
MAIL TO:
159 N. LUZERNE AVENUE (24)

Received for Record
19 , at o'clock M.
Same day recorded in Liber
No. Folio &c.,
one of the Land Records of .....
and examined per
....., Clerk.
Cost of Record, $

RECORD FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 JUN 19 PM 12:38
& RECORDED IN LIBER GTC
NO 1128 FOLIO 286
GEO. T. CROMWELL, CLERK

14.00

M-2/59

LIBER 127 PAGE 254

GEORGE C. BAST, JR.,

ASSIGNEE OF MORTGAGE
Plaintiff

VS.

STANLEY O'DELL CRABTREE AND

NANCY J. CRABTREE, HIS WIFE.
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

DOCKET NO. ...., FOLIO .....

CASE NO. 13,916 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, that on this 8th day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (~~City~~), personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association and made oath in due form of law that ~~his~~ 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.

Mary Virginia Hale
~~Herbert F. Norris~~
Mary Virginia Hale
Notary Public

MARY VIRGINIA HALE NOTARY PUBLIC BALTO CO. D

Herbert F. Norris
Herbert F. Norris - Affiant

FILED

1960 AUG -9 PM 3:59

6

LIBER 127 PAGE 255

GEORGE C. BAST, JR.,

ASSIGNEE OF MORTGAGE.

VS.

STANLEY O'DELL CRABTREE AND

NANCY J. CRABTREE, HIS WIFE.

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 13,916 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Bradford Federal Savings and Loan Association, a body corporate,

under the mortgage from Stanley O'Dell Crabtree and Nancy J. Crabtree, his wife,

to Bradford Federal Savings and Loan Association. a body corporate,

dated the 18th day of June, 19 60, and recorded among the Land Records of Baltimore County in Liber G. T. C. No. 1128 Folio 286.

Amount of Mortgage Loan	-	$ 9500.00
Expenses Paid, Taxes, Ground Rent, Insurance	-	145.92
Interest to August 31st, 1960	-	1341.10
		$10987.02
Overdraft in Expense Account	-	166.66
		$11153.68
Less total amount paid by Borrowers	-	1902.78
Amount of Mortgage Claim	-	$ 9250.90

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By:
Herbert F. Norris, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 8th day of August in the year nineteen hundred and Sixty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate,

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.

Mary Virginia Hale
Mary Virginia Hale-Notary Public.

FILED
1960 AUG -9 PM 3:59

MARY VIRGINIA HALE NOTARY PUBLIC BALTO. CO.

7

Trustee's Bond

LIBER 127 PAGE 256

1555

No. 13,916 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 10 PAGE 338

THAT WE GEORGE C. BAST, JR., 159 North Luzerne Avenue, Baltimore 24, Maryland as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINE THOUSAND FIVE HUNDRED AND 00/100---($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, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 13th day of September in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed ~~trustee~~ Assignee to sell Property situate at #7 Magnolia Avenue Pasadena Manor, Maryland mentioned in the proceedings in the case of George C. Bast, Jr., Assignee of Mortgage

vs.

Stanley O'Dell Crabtree and Nancy J. Crabtree, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN GEORGE C. BAST, JR. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Mary Virginia Hale

Signed, sealed and delivered in the presence of

Robert L. Donnelly

GEORGE C. BAST, JR. (SEAL)

(SEAL)

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman, Jr. (SEAL)

D. Van Norman, Jr.
Attorney-in-Fact

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

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

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

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 13th day of September, 1960

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: James Crawford
Vice President

ATTEST: Ward L. Bloomer
Assistant Secretary
Ward L. Bloomer

FILED AUG 24 1960 AM 9:52

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

September 13th, 1960

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

Ward L. Bloomer
Assistant Secretary
Ward L. Bloomer

Bond approved this 24th day of August, 1960

George T. Cromwell, Clerk

8

NORRIS AND BAST, Solicitors
Bradford Federal Building
2600 Block East Fayette St.,
Baltimore 24, Maryland

Assignee's Sale

—OF— DESIRABLE LEASEHOLD DWELLING PROPERTY

NO. 7 MAGNOLIA AVENUE, PASADENA MANOR, THIRD DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a mortgage from Stanley O'Dell Crabtree and Nancy J. Crabtree, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 18th. day of June, 1957 and recorded among the Land Recrods of Anne Arundel County in Liber G.T.C. No. 1128, folio 286, (default having occurred thereunder), and being duly assigned to George C. Bast, Jr.. the undersigned Assignee will sell at Public Auction on the premises

ON TUESDAY SEPTEMBER 13, 1960 At 2:30 O'clock P.M. (Daylight Saving Time)

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows:

KNOWN AND DESIGNATED as Lot No. 4, Block A, as shown on the Plat of Pasadena Manor, Section 1, recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 30.

Subject to poles agreement in G.T.C. 1017 folio 544.

Subject to restrictions in Liber G.T.C., 1072 folio 236.

Subject to subdivision agreement in G.T.C. 1035 folio 206.

The improvements consist of a No. one story fame dwelling, subject to an annual Ground Rent of $108.00.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at time and place of sale: balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes, Ground Rent and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by the purchaser.

GEORGE C. BAST, JR.
Assignee

E. T. NEWELL & CO., INC.,
Auctioneers
120-26 W. North Avenue
Baltimore 1, Maryland

S-8

OFFICE F

LIBER 127 PAGE 257

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

Assignee's Sale

Stanley O'Dell Crabtree

13.916

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 18th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 SEP -9 PM 12

By H. Tilghman

9

1M—12-58

LIBER 127 PAGE 258

REPORT OF SALE

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

VS.

STANLEY O'DELL CRABTREE AND
NANCY J. CRABTREE, HIS WIFE.

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

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

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

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

a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Tuesday the 13th day of September, 1960, at 2:30 o'clock, P.M. (D.S.T.) attend on the premises and then and there sold all that leasehold property known as Lot No. 4, Block A, as shown on the Plat of Pasadena Manor, Section 1, recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 30, the improvements thereon being known as No. 7 Magnolia Avenue; subject to an annual ground rent of $108.00, unto Bradford Federal Savings and Loan Association, a body corporate, at and for the sum of $9647.00, said purchaser being then and there the highest bidder therefor, and said sale having been made subject to the terms and conditions set forth in the advertisement of the sale.

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

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

I Hereby Certify, that on this 15th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of ~~Baltimore~~ aforesaid, personally appeared George C. Bast, Jr., ~~Trustee~~ Assignee of 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.

ANN K. RAHLL
BALTIMORE, MD.

FILED
1960 SEP 15 AM 10:07

Ann K. Rahll
Notary Public.

10

ORDER NISI

LIBER 127 PAGE 259

George C. Bast, Jr.,
Assignee of Mortgage
versus
Stanley O'Dell Crabtree and
Nancy J. Crabtree, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 13,916 Equity

Ordered, this 17th day of September, 19 60, That the sale of the Property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee

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.

The report states that the amount of sale was $ 9,647.00

True Copy, George T. Cromwell Clerk.

FILED
1960 SEPT 17 AM 10:07
(Final Order)

TEST: Clerk.

George C. Bast, Jr.,
Assignee of Mortgage
versus
Stanley O'Dell Crabtree and
Nancy J. Crabtree, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of October, 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 P. Evans
JUDGE.

FILED
1960 OCT 28 AM 9:34

11

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 260

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
No. 13,916 Equity
GEORGE C. BAST, Jr., Assignee of Mortgage
VERSUS
STANLEY O'DELL CRABTREE and NANCY J. CRABTREE, his wife.

Ordered, this 17th day of September, 1960. That the sale of the Property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee 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.

The report states that the amount of sale was $9,647.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
O-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,916 Stanley O'Dell Crabtree was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of October, 1960. The first insertion being made the 22nd day of September, 1960.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 17482 1960 OCT 18 PM 1:32 By H. Tilghman

12

Trustee's Bond ADDITIONAL BOND LIBER 10 PAGE 410

KNOW ALL MEN BY THESE PRESENTS:

Equity No. 13,916

THAT WE GEORGE C. BAST, JR., 159 North Luzerne Avenue, Baltimore 24, Maryland as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE HUNDRED FIFTY----------AND 00/100-($150.00)- 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 13th day of September in the year of our Lord one thousand nine hundred and sixty.

LIBER 127 PAGE 261

WHEREAS, the above bounden GEORGE C. BAST, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed ~~trustee~~ Assignee to sell Property situate at #7 Magnolia Avenue, Pasadena Manor, Maryland mentioned in the proceedings in the case of GEORGE C. BAST, JR., Assignee of Mortgage

vs.

Stanley O'Dell Crabtree and Nancy J. Crabtree, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN GEORGE C. BAST, JR. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered in the presence of

Robert L. Donnelly

GEORGE C. BAST, JR. (SEAL)

(SEAL)

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman, Jr. (SEAL)

D. Van Norman, Jr.
Attorney-in-Fact

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

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

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 13th day of September, 1960.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: *Vice President* James Crawford

ATTEST: Ward L. Bloomer
Assistant Secretary
Ward L. Bloomer

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

September 13th, 1960

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

Ward L. Bloomer
Assistant Secretary

Bond approved this 27th day of October, 1960

George T. Cromwell, Clerk

FILED
1960 OCT 27 AM 9:55

13

LIBER 127 PAGE 262

In the Case of

George C. Bast, Jr.,
Assignee of Mortgage
vs.
Stanley O'Dell Crabtree
and
Nancy J. Crabtree, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,916 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

November 7, 1960

Laura K. Jockel
Auditor.

FILED

1960 NOV 10 PM 12:10

14

Dr. George C. Bast, Jr., Assignee of Mortgage vs. Stanley O'Dell in ac.
Crabtree and Nancy J. Crabtree, his wife

To Assignee for fee, in lieu of fee and Commissions, as agreed	250	00	250	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	75		
Auditor - stating this account	13	50	55	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	71	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	14	60		
Indemnity Insurance Co. of North America - bond premiums	38	60		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Ann R. Rahll - notary fee		50		
Mary V. Hale - notary fees	1	00	204	96
To Assignee for Ground Rent, viz: Semi-annual ground rent of $54.00 due 12/18/60 - 2 months 26 days	25	50	25	50
To Bradford Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,224	92	9,224	92
			9,760	63
Amount of mortgage claim filed	9,250	90		
Interest @ 4½% on principal balance from 8/31/60 to 12/19/60 - 3 months 19 days	126	05		
	9,376	95		
Cr. Amount allowed above	9,224	90		
Balance subject to decree in personam	152	03		

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

1960							
Sept.	13	Proceeds of Sale		9,647	00		
		Interest on deferred payment of $8,897.00 to 10/31/60		71	12	9,718	12
		Refund 1960 State and County taxes 3 months 17 days		42	51	42	51
						9,760	63

LIBER 127 PAGE 265

ORDER NISI

George C. Bast, Jr.,
Assignee of Mortgage

VERSUS

Stanley O'Dell Crabtree

and

Nancy J. Crabtree, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,916 Equity.

FILED 1960 NOV 10 PM 12 15

ORDERED, This 10th day of November, 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 19th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of December, 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 DEC 20 PM 2 42

O. Bowie Duckett

17

LIBER 127 PAGE 266

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. 13,916 Equity
George C. Bast, Jr., Assignee of Mortgage

versus

STANLEY O'DELL CRABTREE and
NANCY J. CRABTREE, his wife

Ordered, this 10th day of November, 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 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,916

Auditor Account

Stanley O'Dell Crabtree

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 19th day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1816 1960 DEC -5 PM 1:38 By H. Tilghman

18.

LIBER 127 PAGE 267

OCCIDENT FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE CITY

119 PARK AVENUE

BALTIMORE 1, MARYLAND

VS.

WILSON J. GOULD and

ANNABELLE GOULD, his wife

4604 RITCHIE HIGHWAY

BALTIMORE 25, MARYLAND

Docket 19 Folio 59

Case No. 13,856

Filed

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, IN EQUITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the plaintiff respectfully represents,

That on the 8th day of August A.D. 1958, the defendants executed and delivered to Occident Federal Savings and Loan Association of Baltimore City, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $9,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition. And that a default has occurred under the terms and conditions of said mortgage.

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

And as in duty, &c.

O'Ferrall & O'Ferrall, Attorneys
for Plaintiff
1204 Mercantile Trust Building
Baltimore 2, Maryland
PLaza 2 - 1228

FILED

1960 JUN 29 PM 4:59

1

Petitioners Exhibit No. 1

13,856 Equity

LIBER 127 PAGE 268
LIBER 1225 PAGE 522

This Mortgage, made this 8th day of August in the year one thousand nine hundred and fifty-eight, between WILSON J. GOULD and ANNABELLE GOULD, his wife,

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

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to WILSON J. GOULD and ANNABELLE GOULD, his wife,

the sum of NINE THOUSAND AND 00/100 - - - - - - - - - - $9,000.00 - - - - - -DOLLARS, (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of NINETY-NINE AND 92/100 - - - - - $99.92 - - - - - - DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

First: To the payment of interest;

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

Third: Towards the payment of the aforesaid principal sum.

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance, in accordance with the provisions of Section 145.6-12 of the Federal regulations governing prepayments.

And Whereas, this mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland, passed at the January Session in the year 1955, or any supplement thereto.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said WILSON J. GOULD and ANNABELLE GOULD, his wife,

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all those 2 lots, piece s, or parcels of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 45 and 46, Block U, as shown on the Plat of Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5. The improvements thereon being known as No. 609 Cedar Hill Avenue.

BEING two of the lots of ground in a Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Charles E. Wheeler and Marie E. Wheeler, his wife, to Wilson J. Gould and Annabelle Gould, his wife.

FILED

1960 JUN 29 PM 4:59

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

To Have and to Hold the said lot s of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of //////// in fee simple.

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

And the said Mortgagor s for themselves, their heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

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

II: To keep the buildings on the premises insured against loss by fire, windstorm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagor s jointly.

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

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

V: That the holder of s mortgage in any action to foreclos , shall be entitled (without regard to the adequacy of any security for the debt) to the appointme of a receiver to collect the rents and profits of said premi and account therefor as the Court m direct.

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

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

And the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagor s hereby also authorize the said Mortgagee, its successors or assigns, or Alfred J. O'Ferrall, Jr., its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon the sale of said property under the powers herein granted the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property, equal to the commission usually allowed Trustees for making sale of similar property, by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than
One Hundred - - $100.00 - - dollars;

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

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

Witness the hands and seals of the said Mortgagor s.

WITNESS:

John P. O'Ferrall

Wilson J. Gould ..... [SEAL]

Annabelle Gould ..... [SEAL]

..... [SEAL]

..... [SEAL]

State of Maryland, City of Baltimore, to wit: LIBER 1225 PAGE 524

I Hereby Certify that on this 8th day of August , 19 58 , before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Wilson J. Gould and Annabelle Gould, his wife,

the Mortgagor s named in the aforegoing mortgage and acknowledged said Mortgage to be their act.

At the same time also appeared William L. Cooney,
President of said body corporate, the Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

John P. O'Ferrall *Notary Public.*

8.00

Rec'd for record Aug. 9, 1958 **at** 10:42 A.m.
Mailed to O'Ferrall & O'Ferrall

LIBER 127 PAGE 270

LIBER 127 PAGE 271

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
Plaintiff

VS.

WILSON J. GOULD and ANNABELLE GOULD, his wife
Defendant

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

Docket 19, Folio 59

Case No. 13,856

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, that on the 27th day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared WILLIAM J. McCORMICK, Secretary of OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION and made oath in due form of law that he knows the Defendants herein and that to the best of his information, knowledge and belief:

(1) Said 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.

Notary Public

William J. McCormick, Affiant

FILED

1960 JUN 29 PM 5:00

6

LIBER 127 PAGE 272

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
WILSON J. GOULD and ANNABELLE GOULD, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	13,856

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from Wilson J. Gould and Annabelle Gould, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated the 8th day of August, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1225, folio 522:

Month of June, 1960

Mortgage loan dated August 8, 1958	$ 9,000.00
Payments credited, less expenses and interest to June 30, 1960	462.03
Net Balance due Association	$ 8,537.97

William J. McCormick
Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 27th day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Notary Public

FILED
1960 JUN 29 PM 5:00

7

LIBER 127 PAGE 273

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

WILSON J. GOULD and ANNABELLE GOULD, his wife

Docket 14 Folio 54
Case No. 13,856
Filed

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUTNY IN EQUITY
JUNE TERM, 1960

DECREE FOR SALE OF MORTGAGE PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 30th day of June, in the year nineteen hundred and sixty, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that JOHN P. O'FERRALL be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $9,000.00, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: He shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, $750.00 on day of sale, balance upon ratification of sale, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof,

FILED

1960 JUN 30 PM 3:37

and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Judge

Bond No. N-3464647

Trustee's Bond

No. 13,856 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 1271 PAGE 275

THAT WE John P. O'Ferrall LIBER 10 PAGE 322

1204 Mercantile Trust Building, Baltimore, Maryland as principal,

and Hartford Accident and Indemnity Company a corporation of the State of

Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full

and just sum of NINE THOUSAND AND NO/100 - - ($9,000.00) Dollars,

current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with

our seals, and dated this 27th day of July in the year

of our Lord one thousand nine hundred and Sixty.

WHEREAS, the above bounden John P. O'Ferrall

by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell property located at 609 Cedar Hill Avenue, Arundel Gardens

Anne Arundel County, Maryland

mentioned in the proceedings in the case of Occident Federal Savings and Loan Association

vs.

Wilson J. Gould and Annabelle Gould (his wife)

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN John P. O'Ferrall

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

Signed, sealed and delivered in the presence of

Janice Lee Warner

Anne Arundel County

State of Maryland, ~~Baltimore City, to wit:~~

John P. O'Ferrall (SEAL)

(SEAL)

Hartford Accident and Indemnity Company (SEAL)

E. M. Keyser, Attorney-in-Fact (SEAL)

KNOW ALL MEN BY THESE PRESENTS: That the Hartford Accident and Indemnity Company

a corporation of the State of Connecticut

does hereby constitute and appoint E. M. Keyser

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 Hartford Accident and Indemnity Company

duly affixed by its Vice-President and attested by its Assistant Secretary, this 27th

day of July, 1960

Hartford Accident and Indemnity Company

By: R. E. Young, *Vice President*

ATTEST:

J. J. O'Loughlin, *Assistant Secretary*

FILED 1960 AUG -1 AM 11:12

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

July 27, 1960

Hartford Accident and Indemnity Company

J. J. O'Loughlin, *Assistant Secretary*

Bond approved this 1st day of August, 1960

Geo. T. Cromwell, Clerk

10

O'FERRALL and O'FERRALL
Attorneys
1204 Mercantile Tru[illegible] Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 609 CEDAR HILL AVENUE ARUNDEL GARDENS, FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

By virtue of decree of the Circuit Court of Anne Arundel County in Equity No. 13356 entitited "Oc-cident Federal Savings & Loan Association of Baltimore City vs. Wilson J. Gould and Annabelle Gould, his wife, Docket 19, folio 58, the undersigned Trustee will sell at public auction, on the premises, on

Tues., August 2, 1960 at 2 P.M. (D.S.T.)

All that lot of ground and premises situate and lying in Anne Arundel County and described as follows:

Being known and designated as Lots Nos. 45 and 46, Block U, as shown on the Plat of Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5. The improvements thereon being known as No. 609 Cedar Hill Avenue.

In Fee Simple.

Improved by a two-story asbestos shingle cottage.

TERMS OF SALE: Cash, upon ratification of sale by the Circuit Court for Anne Arundel County. A deposit of $750.00 will be required of the purchaser at the time and place of sale. The unpaid purchase money to bear interest from date of sale to date of settlement. All expenses, including taxes, ground rent and public charges of every nature and description, if any, to be adjusted to the day of sale.

JOHN P. O'FERRALL
Trustee
A. J. BILLIG & CO.
Auctioneer Jy-28

No. M. G. 13,856

OFF. : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 276

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1960

We hereby certify, that the annexed Trustee's Sale

Wilson J. Gould
Eqty No. 13,856

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of August, 1960. The first insertion being made the 7th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 AUG -1 PM 3:55

By H. Tilghman

11

LIBER 127 PAGE 277

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
VS.	:	
WILSON J. GOULD and ANNABELLE GOULD, his wife	:	Docket 19, Folio 59 Case No. 13856

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of John P. O'Ferrall, Trustee, appointed by Decree in the above entitled cause to make sale of the fee simple property No. 609 Cedar Hill Avenue and the proceedings in said cause mentioned respectfully shows:

That after giving bond with security for the faithful discharge of this trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County for more than three (3) successive weeks preceding the day of sale, the said Trustee did, pursuant to said notice, on the 2nd day of August, 1960, at 2 o'clock P.M., attend the premises and then and there proceeded to sell said property in the following manner, that is to say:

Your Trustee offered at public sale, to the highest bidder, the property mentioned in the Certificate of Publication, heretofore filed in these proceedings,

And your Trustee sold said property to Joseph A. Guercio, at and for the sum of EIGHT THOUSAND DOLLARS ($8,000.00), he being then and there the highest bidder therefore.

The terms of sale being cash, upon ratification of the sale.

Respectfully submitted,

John P. O'Ferrall, Trustee

FILED

1960 AUG -3 AM 11:10

12

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, That on this 3 day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared John P. O'Ferrall, Trustee in the above cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report are true and correct as therein set forth. And the Sale aforementioned was fairly made.

As Witness my hand and Notarial Seal.

Notary Public.

O'FERRALL and O'FERRALL
Attorneys
1204 Mercantile Trust Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 609 CEDAR HILL AVENUE ARUNDEL GARDENS, FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

By virtue of decree of the Circuit Court of Anne Arundel County in Equity No. 13356, entitled "Occident Federal Savings & Loan Association of Baltimore City vs. Wilson J. Gould and Annabelle Gould, his wife, Docket 19, folio 58, the undersigned Trustee will sell at public auction, on the premises, on

Tues., August 2, 1960 at 2 P.M. (D.S.T.)

All that lot of ground and premises situate and lying in Anne Arundel County and described as follows:

Being known and designated as Lots Nos. 45 and 46, Block U, as shown on the Plat of Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5. The improvements thereon being known as No. 609 Cedar Hill Avenue.

In Fee Simple.

Improved by a two-story asbestos shingle cottage.

TERMS OF SALE: Cash, upon ratification of sale by the Circuit Court for Anne Arundel County. A deposit of $750.00 will be required of the purchaser at the time and place of sale. The unpaid purchase money to bear interest from date of sale to date of settlement. All expenses, including taxes, ground rent and public charges of every nature and description, if any, to be adjusted to the day of sale.

JOHN P. O'FERRALL
Trustee

A. J. BILLIG & CO.
Auctioneer

Jy-28

LIBER 127 PAGE 279

OCCIDENTAL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

VS

WILSON J. GOULD AND ANNABELLE GOULD, HIS WIFE,

CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY NO. 13356 DOCKET 19 FOL. 58

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this ~~2nd~~ day of ~~August~~ 1960, sold the property described in the attached advertisement of sale at and for the sum of Eight Thousand ($8000.00) to Joseph A. Guercio, 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 2nd day of August 1960 purchased the property described in the attached advertisement of sale from John P. O'Ferrall 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.

Joseph A. Guercio.
Purchaser

Test: _____

FILED

1960 AUG -3 AM 11:10

14

ORDER NISI

Occident Federal Savings and Loan
Association of Baltimore City

versus

Wilson J. Gould and
Annabelle Gould, his wife

IN THE LIBER 127 PAGE 280

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,856 Equity

Ordered, this 3rd day of August, 19 60, That the sale of the Property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 -3 AM 11:10

TEST: _____ Clerk.

(Final Order)

Occident Federal Savings and Loan
Association of Baltimore City

versus

Wilson J. Gould and
Annabelle Gould, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 14th day of September, 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. Crane
JUDGE.

FILED
1960 SEP 15 AM 9:48

15.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 281

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,856 Equity

Occident Federal Savings and Loan Association of Baltimore City

versus

WILSON J. GOULD and ANNABELLE GOULD, his wife

Ordered, this 3rd day of August, 1960, That the sale of the Property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 1, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,856

Wilson J. Gould

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. 16435 1960 SEP -2 PM 1:46 By M. Tilghman

16

LIBER 127 PAGE 282

In the Case of

Occident Federal Savings and Loan Association of Baltimore City

vs.

Wilson J. Gould

and

Annabelle Gould, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,856 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. Jacobsen
Auditor.

November 7, 1960

FILED

1960 NOV -9 AM 10:20

17

Dr. Occident Federal Savings & Loan Ass'n of Baltimore City vs. Wilson J. Gould and Annabelle Gould, his wife in ac.

To Trustee for Commissions, viz:	273	23		
To Trustee for Fee, viz:	100	00	373	23
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	32	30		
Hartfors Accident & Indemnity Co,- bond premium	36	00		
A. J. Billig & Co. - auctioneer's fee	260	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Edward W. Mozowski - notary fee		50	419	76
To Trustee for Benefit Charges, viz:				
Metered water to 10/31/60	7	80	7	80
To Occident Federal Savings and Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	7,357	55	7,357	55
			8,214	34
Amount of mortgage claim filed	8,537	97		
Interest @ 6% on principal balance from 6/30/60 to 12/19/60 - 5 months 19 days	240	48		
	8,778	45		
Cr. Amount allowed above	7,357	55		
Balance subject to decree in personam	1,420	90		

with John P. O'Ferrall, Trustee Cr.

1960						
Aug.	2	Proceeds of Sale	8,000	00		
		Interest on deferred payment of $7,250.00 to 10/31/60 - 2 months 29 days	107	54	8,107	54
		Refund 1960 State and County taxes ($178.39) - 4 months 29 days	73	82		
		Refund 1960 water and sewer benefit charges ($17.50) - 4 months 29 days	7	22		
		Refund fire insurance premium	25	76	106	80
					8,214	34

LIBER 127 PAGE 285

ORDER NISI

Occident Federal Savings and Loan Association of Baltimore City

VERSUS

Wilson J. Gould

and

Annabelle Gould, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,856 Equity.

ORDERED, This 9th day of November, 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 19th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of December, 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 DEC 20 PM 2:45

D. Boni Duckett

20

FILED

1960 NOV -9 AM 10:20

LIBER 127 PAGE 286

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. 13,856 Equity

Occident Federal Saving and Loan Association of Baltimore City

versus

WILSON J. GOULD and ANNABELLE GOULD, his wife

Ordered, this 9th day of November, 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 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,856

Auditor Account

Wilson J. Gould

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 19th day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1811 1960 DEC -5 PM 1:35 By N. Tilghman

21

LIBER 127 PAGE 287

WALTER S. CALWELL, Assignee, Plaintiff,	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DAVID A. McCLELLAN, Defendant	:	(In Equity)
		13,885

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 David A. McClellan to The Title Guarantee Company, dated June 1st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 472 folio 425, with Short Assignment thereon, the last one dated March 3rd, 1960 and duly recorded among the aforesaid Land Records, to the above Plaintiff.

Walter S. Calwell, Assignee

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED

1960 JUL 22 AM 9:28

FHA Form No. 2127h
(For use under Section 208)
(Revised Apr. 15, 1941)

LIBER 472 PAGE 425

73593

13,885 - Equity

MORTGAGE

THIS MORTGAGE, Made this first day of June, A. D. 1948, by and between DAVID A. McCLELLAN,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE TITLE GUARANTEE COMPANY

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~

~~(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)~~

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIX THOUSAND, SEVEN HUNDRED Dollars ($ 6,700.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Title Guarantee Company, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Forty and 60/100 Dollars ($ 40.60), commencing on the first day of July, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator. Said mortgagor has this day passed unto said mortgagee, their negotiable promissory note in said sum, bearing even date herewith, payable with interest as aforesaid.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents. Said principal sum was used by the mortgagor as part of the purchase money of the hereinafter described property.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(x) 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—4189

BEGINNING for the same at the intersection formed by the east line of Victory Avenue, as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred twenty-two feet and three-eighths of an inch southerly measured along the said east line of Victory Avenue from the south line of Townsend Avenue, as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred five feet eight and three-eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there laid out; thence binding on the west line of said fifteen foot alley with the use thereof in common north fifteen degrees six minutes east twenty-eight feet three and one-half inches; thence north seventy-eight degrees west one hundred seven feet two and seven-eighths inches to intersect the said east line of Victory Avenue; thence binding on the said east line of Victory Avenue, south twelve degrees west twenty-eight feet three inches to the place of beginning. The improvements thereon being known as No. 929 Victory Avenue.

BEING the same property which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the within named mortgagor, in fee simple.

LIBER 127 PAGE 288

FILED

1960 JUL 22 AM 9:28

Plaintiff's Exhibit "A"

2

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

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

TOGETHER WITH all bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing, and motors used in connection therewith.

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

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

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

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Milton Brandt, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

Witness:

Albert E. Mitchell
ALBERT E. MITCHELL

David A. McClellan [SEAL]
David A. McClellan

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this first day of June, 19 48, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared DAVID A. McCLELLAN, the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

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

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

Albert E. Mitchell
Notary Public.
ALBERT E. MITCHELL

Recorded June 8th. 1948 at 1:30 P.M.

FOR VALUE RECEIVED, and without recourse, The Title Guarantee Company, hereby assigns the within mortgage to THE COUNTY TRUST COMPANY (Tarrytown, New York)
Witness the Corporate Seal of said Company, and the signature of Vice President this 1st. day of June, 1948.
Attest: THE TITLE GUARANTEE COMPANY

Asst. Secretary.
Clifford L. Knight

Vice President
George H. Schmidt

Recorded June 8th. 1948 at 1:30 P.M.

App. 9601
Written by ab
Approved by
Ready for record

ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE

DAVID A. McCLELLAN
TO
THE TITLE GUARANTEE COMPANY
The County Trust Company
Tarrytown, N. Y.

Received for Record June 8 1948 at 1-30 o'clock P. M.
Same day recorded in Liber No. 472 Folio 425 etc., one of the Mortgage Records of Anne Arundel County and examined per
Cost of Records, $ Clerk.

No. ....
Insured under the National Housing Act And Rules and Regulations of the Federal Housing Administrator For Mutual Mortgage Insurance Dated November 1, 1934 As amended .....
FEDERAL HOUSING ADMINISTRATOR
By .....
Authorized Agent.

Received for Record June 8 1948 at 1-30 o'clock P. M.
Same day recorded in Liber No. 472 Folio 425 etc., one of the Mortgage Records of Anne Arundel County and examined per
Cost of Records, $ Clerk.

5

LIBER 127 PAGE 292

This rider is attached to and is a part of a certain mortgage made by David A. McClellan to The Title Guarantee Company dated June 1, 1948 and recorded June 8, 1948 in Liber 472, Folio 425, and the same date assigned to The County Trust Company.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, on this third day of March, 1960, hereby assigns the within and aforegoing mortgage to Walter S. Calwell for the purpose of foreclosure.

ATTEST:

Milan G. Byelick

THE COUNTY TRUST COMPANY

BY: Mary T. Lynch
Mortgage Officer and
Assistant Secretary

The signature of Mary T. Lynch, Mortgage Officer and Assistant Secretary, has been affixed and duly attested by Assistant Secretary, Milan G. Byelick, this third day of March, 1960.

5M-8-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

THE COUNTY TRUST COMPANY,

TARRYTOWN, NEW YORK

TO

WALTER S. CALWELL

Received for Record ..... 19 ..... at ..... M. Same day recorded in Liber ..... No. ..... Folio ..... etc. one of the Records of Anne Arundel County, and examined.

Per

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1960 JUN 25 AM 11:34
& RECORDED IN LIBER GT
NO 472 FOLIO 428
GEO. T. CROMWELL CLERK

Walter S. Calwell Clerk.
Salt Lake Secy.
Salt. 2, Md.
$1.00

WALTER S. CALWELL, Assignee,

Plaintiff

VS.

DAVID A. McCLELLAN,

Defendant

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

13,885

LIBER 127 PAGE 293

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **The County Trust Company**

under the mortgage from **David A. McClellan**

to **The Title Guarantee Company**

dated the **1st** day of **June** 1948 and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. 472 Folio 425 .

Amount of Mortgage	$6700.00
Less - amount paid on principal	3136.57
	3563.43
Plus - interest to 7/31/60	118.78
Plus - overdraft in expense account	20.01
	$3702.22

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **13th** day of **July** in the year nineteen hundred and **sixty** before me, the subscriber **aNotary Public of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph J. Callahan, Agent for the County Trust Company**

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

AS WITNESS my hand and Notarial seal.

FILED

1960 JUL 22 AM 9:28

Clara M. Link

Clara M. Link Notary Public

6

LIBER 127 PAGE 294

MILITARY AFFIDAVIT

Docket 13,885 folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day of July 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

DAVID A. McCLELLAN

against whom foreclosure proceedings were instituted is not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not members of the Enlisted Reserve Corps, and has not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1960 JUL 22 AM 9:28

7

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal B[illegible]g
Baltimore 2, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from David A. McClellan to The Title Guarantee Company, dated June 1st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 472 folio 425 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, AUGUST 31st, 1960 at 3:00 P.M. (E.D.T.)

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, Maryland, and described as follows:-

BEGINNING for the same at the intersection formed by the east line of Victory Avenue, as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred twenty-two feet and three-eighths of an inch southerly measured along the said east line of Victory Avenue from the south line of Townsend Avenue, as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred five feet eight and three-eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there laid out; thence binding on the west line of said fifteen foot alley with the use thereof in common north fifteen degrees six minutes east twenty-eight feet three and one-half inches; thence north seventy-eight degrees west one hundred seven feet two and seven-eighths inches to intersect the said east line of Victory Avenue; thence binding on the said east line of Victory Avenue, south twelve degrees west twenty-eight feet three inches to the place of beginning. The improvements thereon being known as No. 929 Victory Avenue.

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 two story brick row two family dwelling, containing 6 rooms, 2 baths, full basement, modern conveniences.

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

A-25

No.

OFFICIAL

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 295

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1960

We hereby certify, that the annexed

Assignee's Sale

David A. McClellan.

13,885

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

AUG 30 PM 1:46

By H. Tilghman

8

WALTER S. CALWELL, Assignee	:	IN THE CIRCUIT COURT
VS.	:	FOR
DAVID A. McCLELLAN	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

Equity No. 13.885

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Assignee dated June 1st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 472 folio 425 from said David A. McClellan to The Title Guarantee Company which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, 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 31st day of August, 1960 at three P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

on the east line of Victory Avenue 322 feet 3/8 of an inch south of Townsend Avenue , having a frontage on east line of Victory Avenue of 28 feet 3 inches with an irregular depth of 105 feet X to the west line of a 15 foot alley, the improvements whereon are known as No. 929 Victory Avenue; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1960 SEP -2 AM 9:09

9

CAHLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from David A. McClellan to The Title Guarantee Company, dated June 1st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 472 folio 425 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, AUGUST 31st, 1960 at 3:00 P.M. (E.D.T.)

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, Maryland, and described as follows:-

BEGINNING for the same at the intersection formed by the east line of Victory Avenue, as now laid out fifty-five feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant three hundred, twenty-two feet and three-eighths of an inch southerly measured along the said east line of Victory Avenue from the south line of Townsend Avenue, as now laid out thirty feet wide; and running thence continuously south seventy-eight degrees east one hundred five feet eight and three-eighths inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a fifteen foot alley there laid out; thence binding on the west line of said fifteen foot alley with the use thereof in common north fifteen degrees six minutes east twenty-eight feet three and one-half inches; thence north seventy-eight degrees west one hundred seven feet two and seven-eighths inches to intersect the said east line of Victory Avenue; thence binding on the said east line of Victory Avenue, south twelve degrees west twenty-eight feet three inches to the place of beginning. The improvements thereon being known as No. 929 Victory Avenue.

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 two story brick row two family dwelling, containing 6 rooms, 2 baths, full basement, modern conveniences.

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

A-25

LIBER 127 PAGE 297

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

The property was sold to James G. Lubinski and Evelyn R. Lubinski, his wife, in fee simple, at and for the sum of Sixty-four Hundred fifty ($6450.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell

Walter S. Calwell, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **1st** day of **September, 1960** before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Assignee** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link, Notary Public

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

LIBER 10 PAGE 349

LIBER 127 PAGE 298

315386

No. 13885 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 THIRTY-EIGHT HUNDRED AND 00/100 ($3800.00) - - - - - - - - - - - - - - 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 26th - - - - - - - - - - - - - - - - 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 David A. McClellan to The Title Guarantee Company -

bearing date the 1st day of June nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 472, Folio 425, and

929 Victory Avenue Anne Arundel Co Md.

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Lynch

~~XXXXXXX~~ As to Surety:

M. S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 31st day of August, 1960

George T. Cromwell, Clerk

1960 AUG 31 AM 9:03

11

ORDER NISI

LIBER 127 PAGE 299

Walter S. Calwell, Assignee

versus

David A. McClellan

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,885 Equity

Ordered, this 2nd day of September, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Assignee

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

The report states that the amount of sale was $6450.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 SEP - 2 AM 9:09

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell, Assignee

versus

David A. McClellan

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 11th day of October, 1960 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED
1960 OCT 11 PM 2:58

12

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 300

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,885 Equity
Walter S. Calwell, Assignee
versus
DAVID A. McCLELLAN

Ordered, this 2nd day of September, 1960, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $6,450.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,885

David A. McClellan

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17055 1960 OCT -5 PM 1:59 By H. Tilghman

13

In the Case of

Walter S. Calwell,
Assignee
VS.
David A. McClellan

In the

Circuit Court

For

Anne Arundel County

No. 13,885 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

November 1, 1960

FILED
1960 NOV -9 AM 10:22

Dr. Walter S. Calwell, Assignss vs. David A. McClellan in ac.

To Assignee for Fee, viz:		50 00		
To Assignee for Commissions, viz:		224 83	274	83
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10 00		
Clerk of Court - Court costs		29 25		
Auditor - stating this account and two copies		22 50	61	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale		87 52		
Capital-Gazette Press - order nisi (sale)		15 00		
Capital-Gazette Press - order nisi (acct)		12 00		
New Amsterdam Casualty Co. -bond premium		15 20		
E.T. Newell & Co., Inc. -auctioneer's fee		221 25		
One-half Federal documentary stamps		3 58		
One-half State documentary stamps		7 15		
Clara M. Link - notary fees		1 25	362	95
To Assignee for Benefit Charges, viz:				
Metered water from 2/23/60 to 8/30/60		16 98	16	98
To The County Trust Company (Tarrytown, New York), mortgagee - in full for first mortgage claim, viz:				
Amount of claim filed	$3,702.22			
Interest at 4% on principal balance of $3,563.43 from 7/31/60 to 12/12/60 - 4 months 12 days	52.26			
	3,754.48			
Cr. Refund fire insurance premium	3.21	3,751 27	3,751	27
To The County Trust Company (Tarrytown, New York), second mortgagee - in full for second mortgage claim, viz:				
Amount of claim filed	$ 937.99			
Interest at 4% on principal balance of $877.31 from 8/31/60 to 12/12/60 - 3 months 12 days	11.08			
		949 07	949	07
To David A. McClellan, mortgagor - this balance		1,124 76	1,124	76
			6,541	61

with Walter S. Calwell, Assignee Cr.

1960						
Aug.	31	Proceeds of Sale	6,450	00		
		Interest on deferred payment to 10/14/60	44	34	6,494	34
		Refund 1960 State and County taxes - 4 months 1 day	47	27	47	27
					6,541	61

ORDER NISI

LIBER 127 PAGE 304

Walter S. Calwell,
Assignee

VERSUS

David A. McClellan

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,885 Equity.

ORDERED, This 9th day of November, 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 19th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20 day of December, 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 DEC 20 PM 2:47

O. Bowie Duckett

17

1960 NOV 9 AM 10:22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 305

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,885
WALTER S. CALWELL, Assignee
versus
DAVID A. McCLELLAN

Ordered, this 9th day of November, 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 19th day of December next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,885 Auditor Account.

David A. McClellan

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 19th day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 18109 1960 DEC -5 PM 1:35 By H. Tilghman

18

LIBER 127 PAGE 306

EMIGRANT INDUSTRIAL SAVINGS BANK : IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
-vs-
:
: IN
JAMES H. THERRES : EQUITY

************** 13,918

PETITIONER'S EXHIBIT NO. "1"

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 953 PAGE 167

54431

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 20 day of August, A. D. 19 55, by and between JAMES H. THERRES

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Eight thousand four hundred - - - - - - - - - - - - - - - - - - Dollars ($ 8,400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-six dollars and sixty-nine cents- - - - - - - - - - Dollars ($ 46.69), commencing on the first day of September, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 19 80. 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 Lot No. 29, as shown on the Plat of Glen Branch, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 37. Improvements known as No. 403 4th Street.

BEING the same lot of ground in an Assignment from Richmer Realty Corporation to James H. Therres of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

LIBER 127 PAGE 307

For value received, Loyola Federal Savings and Loan Association hereby assigns the within mortgage and the indebtedness thereby secured unto Emigrant Industrial Savings Bank

without recourse, this 31st day of August, 1956.

As witness its corporate seal and the signature of its vice-president.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Elizabeth M. Herr, Asst. Secy. James H. Jones, Vice-Pres.

FILED

1960 AUG 12 AM 9.08

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

10—49690-7

"The Mortgagor further agrees that should this mortgage and the note secured hereby not be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date hereof, the beneficiary or other holder of the note secured hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The failure to procure such written guarantee or insurance from the Veterans' Administration within sixty days from the date hereof, will be deemed conclusive proof of the inability to secure such guarantee or insurance. This modification was made prior to execution and acknowledgment of this instrument."

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:

***36 Inch Real Host Gas Range**
***Whirlpool Automatic Washer Model AA-40**

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 eight dollars ($108.00) payable in equal semi-annual installments on the 18th 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 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 **James Clarke Murphy**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

LIBER 127 PAGE 309

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 $84.00 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:
Regina Graham
Regina Graham

James H. Therres [SEAL]
James H. Therres

[SEAL]

[SEAL]

[SEAL]

LIBER 1127 PAGE 310

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 20 day of August, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James H. Therres the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

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

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

REGINA GRAHAM NOTARY PUBLIC BALTIMORE MD.

Regina Graham
Regina Graham
Notary Public.

Recorded- 8th Aug., 1955, at 1 P.M.

SHORT ASSIGNMENT
OF MORTGAGE

FROM
LOYOLA FEDERAL SAVINGS AND LOAN
ASSOCIATION

TO
EMIGRANT INDUSTRIAL SAVINGS BANK

BLOCK V
Biggs & Kirk
2 W PRESTON ST
BALTO 1 MD

Received for Record
at ... Liber M.L.P. No. ...
... and examined.
... Clerk.

RECD FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
AUG 1 AM 9:01
RECORDED IN LIBER 953
FOLIO 171

100

LIBER 127 PAGE 311

EMIGRANT INDUSTRIAL SAVINGS BANK

Vs.

JAMES H. THERRES

Docket 19 Folio 92

Case No. 13,918

Filed

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~[illegible]~~ COUNTY, IN EQUITY.

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 2nd day of August, A.D. 1955, the defendant executed and delivered to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION a mortgage upon certain leasehold property in Anne Arundel ~~[illegible]~~ County, therein described, to secure the payment of the mortgage debt of $8,400.00 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 of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That said Mortgage was duly assigned to the Plaintiff and is now in default, due to the failure of the Defendant to make the monthly payments provided for therein.

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.

Niles, Barton, Yost & Dankmeyer

Niles, Barton, Yost & Dankmeyer
301 North Charles Street
Baltimore-1, Maryland
Attorneys for Plaintiff
(LEX 9-3240)

FILED

1960 AUG 12 AM 9:08

DM—5-59.

LIBER 127 PAGE 312

EMIGRANT INDUSTRIAL SAVINGS BANK

VS.

JAMES H. THERRES

IN THE

ANNE ARUNDEL
Circuit Court for [redacted] County

IN EQUITY.
13,918

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of EMIGRANT INDUSTRIAL SAVINGS BANK

under the mortgage from JAMES H. THERRES

to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION,

dated the 2nd day of August, 19 55, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 953, Folio 167:

ORIGINAL PRINCIPAL OF MORTGAGE $8,400.00

PAID ON ACCOUNT THEREOF 927.20

BALANCE DUE ON PRINCIPAL $7,472.80

WITH INTEREST @ 4½% per annum from

March 1, 1960

PLUS deficiency in Escrow Account 38.97

EMIGRANT INDUSTRIAL SAVINGS BANK

By:- George W. Haggerty, Assistant Vice President. wew.

STATE OF [redacted] NEW YORK, COUNTY OF NEW YORK, Sct.

I HEREBY CERTIFY, that on this 5th day of August, in the year nineteen hundred and sixty, before me, the subscriber, a Notary Public of the State of New York, [redacted], in and for said County of New York, personally appeared GEORGE W. HAGGERTY, ~~the~~ an ASSISTANT VICE PRESIDENT of EMIGRANT INDUSTRIAL SAVINGS BANK,

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

MARION E. BARTHOLOMEW NOTARY PUBLIC STATE OF NEW YORK

Marion E. Bartholomew
Notary Public

MARION E. BARTHOLOMEW
Notary Public, State of New York
No. 41-5203500 - Queens County
Cert. filed in New York County
Term expires March 30, 1962

FILED
1960 AUG 12 AM 9:08

LIBER 127 PAGE 313

M-11/59

EMIGRANT INDUSTRIAL SAVINGS BANK ..... Plaintiff

VS.

JAMES H. THERRES .....

..... Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Docket No. 19.., Folio 92

Case No. 13,918

NON-MILITARY SERVICE AFFIDAVIT

STATE OF NEW YORK, COUNTY OF NEW YORK, To Wit:

I HEREBY CERTIFY, that on the 5th day of August, 1960, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York, personally appeared GEORGE W. HAGGERTY, an ASSISTANT VICE PRESIDENT of EMIGRANT INDUSTRIAL SAVINGS BANK, and made oath in due form of law that he knows the Defendant herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States 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.

Marion E. Bartholomew
Notary Public
Marion E. Bartholomew

MARION E. BARTHOLOMEW
Notary Public, State of New York
No. 41-5203500 - Queens County
Cert. filed in New York County
Term expires March 30, 1962

George W. Haggerty
George W. Haggerty, Affiant
Assistant Vice President
Emigrant Industrial Savings Bank

FILED

1960 AUG 12 AM 9:08

LIBER 127 PAGE 314

Anne Arundel
Decree in Circuit Court for [redacted] County.

DOCKET 19 FOLIO 92

CASE NO. 13,918

EMIGRANT INDUSTRIAL SAVINGS BANK

FILED

Vs.

JAMES H. THERRES

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL [redacted] COUNTY

TERM, 19 60.

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 12th day of August, in the year nineteen hundred and sixty, by the Circuit Court for Anne Arundel County, [redacted] ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned [redacted] be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that GEORGE R. COLEBURN be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Seventy-five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County [redacted] as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1960 AUG 12 AM 9:09

Matthew S. Evans
JUDGE

LIBER 10 PAGE 359 LIBER 127 PAGE 315

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 13,918 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, George R. Coleburn, Rm. 800, 301 N. Charles St., Baltimore 1, 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 SEVEN THOUS'ND FIVE HUNDRED AND 00/100 ($7,500.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 7th day of September in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden George R. Coleburn by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Emigrant Industrial Savings Bank

vs:

James H. Therres

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden George R. Coleburn

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

Signed, sealed and delivered in the presence of:

Carrie Kahl
CARRIE KAHL

George R. Coleburn (SEAL)
George R. Coleburn

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

FILED
1960 SEP -8 AM 10:38

Bond approved this 8 day of September, 1960
George T. Cromwell, Clerk

LIBER 127 PAGE 316 OFFICE

NILES, BARTO, YOST & DANKME[illegible]R
800 Meyerhoff Building
Baltimore 1, Maryland

Trustee's Sale

OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY

NO. 403 FOURTH STREET
GLEN BURNIE, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity dated the 12th day of August, 1960, the undersigned Trustee named therein will offer for sale on the premises on

WEDNESDAY SEPTEMBER 14, 1960 AT 2:30 P.M.

ALL THAT LOT OF GROUND situate in Anne Arundel County, Maryland described as follows:

BEING LOT No. 29 as shown on the Plat of Glen Branch, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, Folio 37; the improvements thereon being known as No. 403 Fourth Street, which property is subject to an annual ground rent of $108.00 and improved by a one story brick veneer dwelling.

Terms of Sale: Cash deposit of $500.00 will be required of the purchaser at the time of sale. Balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from date of sale to date of final settlement at 6 per cent per annum. Taxes, ground rent and all other public charges including special paving tax, if any, and sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

GEORGE R. COLEBURN,
Trustee

E. T. NEWELL & COMPANY, INC., Auctioneer

8-8

No. M. G. 16604 1960 SEP -9 PM 12:41

FILED

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

Trustee's Sale
No. 403 Fourth Street
Glen Burnie, Maryland

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of September, 1960. The first insertion being made the 18th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By: H. Tilghman

E-125 1M 10-59

LIBER 127 PAGE 317

—IN THE—

EMIGRANT INDUSTRIAL SAVINGS BANK

VS.

JAMES H. THERRES

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY

-IN EQUITY-

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

The Report of Sale of GEORGE R. COLEBURN, Trustee appointed by the decree in the above entitled cause to make sale of the leasehold property known as No. 403 Fourth Street, Glen Burnie, 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 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 14th day of September, 1960, at 2:30 o'clock, P. M., attend on the premises and then and there sold said leasehold property No. 403 Fourth Street, Glen Burnie, Anne Arundel County, Maryland, subject to an annual ground rent of One Hundred and Eight Dollars ($108.00), unto EMIGRANT INDUSTRIAL SAVINGS BANK at and for the price or sum of Seven Thousand Seven Hundred Dollars ($7,700.00), it being the highest bidder therefor, in accordance with the terms and conditions of the advertisement hereunto annexed.

George R. Coleburn Trustee.

State of Maryland, CITY of Baltimore, Sct.

I Hereby Certify, that on this 14th day September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared GEORGE R. COLEBURN, Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made

FILED

1960 SEP 15 AM 9:21

CARRIE KAHL NOTARY PUBLIC BALTIMORE CO., MD.

CARRIE KAHL - NOTARY PUBLIC

NILES, BARTON,
YOST & DANKMEYER
800 Meyerhoff Building
Baltimore 1, Maryland

Trustee's Sale

OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY

NO. 403 FOURTH STREET
GLEN BURNIE, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity dated the 12th day of August, 1960, the undersigned Trustee named therein will offer for sale on the premises on

WEDNESDAY SEPTEMBER 14, 1960 AT 2:30 P.M.

ALL THAT LOT OF GROUND situate in Anne Arundel County, Maryland described as follows:

BEING LOT No. 29 as shown on the Plat of Glen Branch, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, Folio 37; the improvements thereon being known as No. 403 Fourth Street, which property is subject to an annual ground rent of $108.00 and improved by a one story brick veneer dwelling.

Terms of Sale: Cash deposit of $500.00 will be required of the purchaser at the time of sale. Balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from date of sale to date of final settlement at 6 per cent per annum. Taxes, ground rent and all other public charges including special paving tax, if any, and sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

GEORGE R. COLEBURN,
Trustee

E. T. NEWELL & COMPANY, INC., Auctioneer

S-8

LIBER 127 PAGE 319 OFFICI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,918 Equity
Emigrant Industrial Savings Bank
versus
JAMES H. THERRES

Ordered, this 15th day of September, 1960, That the sale of the Property in these proceedings mentioned made and reported by George R. Coleburn, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $7,700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,918

James H. Therres

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of October, 1960. The first insertion being made the 22nd day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17470 1960 OCT 18 PM 1:32 By H. Tilghman

ADDITIONAL BOND NO. 74 89 504

LIBER 127 PAGE 320

LIBER 10 PAGE 406

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 13,918 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, George R. Coleburn, Rm. 800, 301 N. Charles St., Baltimore 1, 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 TWO HUNDRED AND 00/100 ($200.00) - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 25th day of October in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden George R. Coleburn by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell Certain property

mentioned in the proceedings in the case of Emigrant Industrial Savings Bank

vs:

James H. Therres

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden George R. Coleburn

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

Signed, sealed and delivered in the presence of:

Carrie Kahl
CARRIE KAHL

George R. Coleburn (SEAL)
George R. Coleburn

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. Anthony
D. Anthony *As to Surety*

By John W. Harrison, Jr.
John W. Harrison, Jr. *Attorney-in-Fact*

FILED

1960 OCT 26 AM 9:50

MD3116a—250, 9-57 147448
Trustee's Bond

TRUE COPY

Bond approved this 26th day of October 1960

George T. Cromwell
Clerk

LIBER 127 PAGE 321

ORDER NISI

Emigrant Industrial Savings Bank

versus

James H. Therres

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,918 Equity

Ordered, this 15th day of September, 1960, That the sale of the Property in these proceedings mentioned made and reported by George R. Coleburn, Trustee

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

The report states that the amount of sale was $ 7,700.00

True Copy,

George T. Cromwell Clerk.

FILED
1960 SEP 15 AM 9:21

TEST: _____ Clerk.

(Final Order)

Emigrant Industrial Savings Bank

versus

James H. Therres

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 26 day of October, 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 OCT 26 PM 3:07

LIBER 127 PAGE 322

In the Case of

Emigrant Industrial Savings Bank

VS.

James H. Therres

In the

Circuit Court

For

Anne Arundel County

No. 13,918 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.

November 1, 1960

FILED

1960 NOV -9 AM 10:21

Dr. Emigrant Industrial Savings Bank vs. James H. Therres in ac.

To Trustee for Fee, viz:	84	00		
To Trustee for Commissions, viz:	262	51	346	51
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	50	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md.-bond premiums	30	80		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Marion E. Bartholomew - notary fees	1	00		
Carrie Kahl - notary fee		50	158	26
To Trustee for Ground Rent, viz: Semi-annual ground rent of $54.00 due 1/18/61 - 1 month 28 days	17	40	17	40
To Emigrant Industrial Savings Bank, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,225	73	7,225	73
			7,807	40
Amount of mortgage claim filed	7,511	77		
Interest at 4½% on principal balance of $7,472.80 from 3/1/60 to 12/12/60 - 9 months 12 days	263	42		
	7,775	19		
Cr. Amount allowed above	7,225	73		
Balance subject to decree in personam	549	46		

with

George R. Coleburn, Trustee

Cr.

1960						
Sept.	14	Proceeds of Sale	7,700	00		
		Interest on deferred payment of $7,200.00 to 10/26/60 - 42 days	50	40	7,750	40
		Refund 1960 State and County taxes ($170.54) - 3 months 16 days	50	20		
		Refund 1960 water and sewer benefit charges ($23.28) - 3 months 16 days	6	80	57	00
					7,807	40

LIBER 127 PAGE 325

ORDER NISI

Emigrant Industrial Savings Bank

VERSUS

James H. Therres

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,918 Equity.

ORDERED, This 9th day of November, 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 19th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of December, 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 DEC 20 PM 3:23

Matthew S. Crane

Judge

1960 NOV -9 AM 10:21

LIBER 127 PAGE 326 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
NO. 13,918 Equity
Emigrant Industrial Savings Bank
versus
JAMES H. THERRES

Ordered, this 9th day of November, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, uness cause to the contrary thereof be shown on or before the 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-1

Annapolis, Md., December 3, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,918.
Auditor Account

James H. Therres.

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 19th day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1811 1960 DEC -5 PM 1:85 By H. Tilghman

LIBER 127 PAGE 327

IN THE MATTER OF THE SALE	:	
OF	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
EDWARD SESKER and SARAH ELLEN SESKER, his wife	:	NO. 13433 EQUITY
	:	
	:	

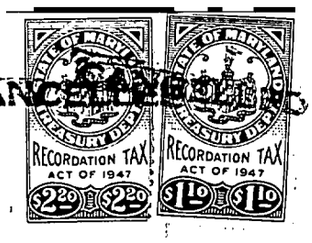
Mr. Clerk:

Please docket this suit and file the attached mortgage from Edward Sesker and Sarah Ellen Sesker, his wife, to The Farmers National Bank of Annapolis, dated the Thirteenth day of July, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 945, folio 37.

R. Pilghman Brice, III
Attorney named in Mortgage

FILED
1959 SEP 28 AM 9:42

MORTGAGE FEE—COUNTY
INCLUDING INTEREST



CANCELLED

LIBER 945 PAGE 37

No. 13,433 Equity

LIBER 127 PAGE 328

This Mortgage, Made this Thirteenth day of July in the year nineteen hundred and fifty-five by and between EDWARD SESKER and SARAH ELLEN SESKER, his wife,

Mortgagor s of Anne Arundel County in the State of Maryland, of the first part, and THE FARMERS NATIONAL BANK OF ANNAPOLIS, a body corporate, of the United States of America, Mortgagee, of the second part, Witnesseth:

WHEREAS, the said part ies of the first part, Edward Sesker and Sarah Ellen Sesker, his wife, are justly and bona fide indebted unto the said party of the second part, The Farmers National Bank of Annapolis, in the full and just sum of Three Thousand Three Hundred DOLLARS, ($3,300.00), for the payment whereof, the said part ies of the first part ha ve passed to the party of the second part their joint and several promissory note of even date herewith in the amount of Three Thousand Three Hundred ($3,300.00) Dollars, payable at Annapolis, Maryland, in monthly installments of Sixty Dollars and No Cents ($ 60.00), commencing on the Thirteenth day of August , 19 55, and on the Thirteenth day of each month thereafter to the Thirteenth day of July , 19 60, when all of the balance, if any, owing hereunder shall be due and payable, all payments so made shall be applied first to accrued but unpaid interest at the rate of Five (5 %) per cent per annum on the unpaid balance of the principal, to date of payment, and then to the principal.

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

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

WHEREAS, the execution of this mortgage to secure the payment of the said sum of Three Thousand Three Hundred Dollars ($ 3,300.00), plus interest thereon, was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s, Edward Sesker and Sarah Ellen Sesker, his wife, do grant and convey unto the said Mortgagee, The Farmers National Bank of Annapolis, its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Eighth Election District of Anne Arundel County, State of Maryland, and described as follows:

FILED
1959 SEP 28 AM 9:42

BEGINNING at an iron pipe by a post planted on the east bank of the aforesaid County Road and at the northwest corner of the farm of Nathaniel Warner and bearing from thence South 23 degrees West 200 feet along the east boundary of the County Road to an iron pipe; thence leaving said road and bearing South 69 degrees 16 minutes East 625.4 feet to the center of a small branch; thence bearing down said branch, North 7 degrees East 204.1 feet to an iron pipe by a post planted on the west bank of the aforementioned branch; this being the northeast corner of the farm of Nathaniel Warner and the southeast corner of the farm of Chesterfield Owens; thence bearing with the dividing line of the said farms, North 69 degrees 16 minutes West 570 feet to the place of beginning. Containing within the abovementioned courses and distances 2.742 acres of land, more or less, according to a survey made by J. C. Witherson, Registered Civil Engineer.

BEING the same property conveyed by Chesterfield Owens, divorced, to Edward Sesker and Sarah Ellen Sesker, his wife, by Deed dated March 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.-No.-671, folio 550.

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 the said Mortgagee, The Farmers National Bank of Annapolis, its successors and assigns, forever.

PROVIDED, that if the said Mortgagor s aforesaid - - - - - - - - - - - their - - - - - - - - heirs, personal representative or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Thousand Three Hundred ($3,300.00) - - - Dollars and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is further agreed that, until default be made in the premises, the said Mortgagor s aforesaid shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor s , aforesaid for - - - themselves - - - - their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, The Farmers National Bank of Annapolis, its successors or assigns, or R. Tilghman Brice, III, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred Fifty - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, - - - their - - - - personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors, for - - - themselves - - - - their - - - heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisments 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 commissions the said Mortgagor s for - - - themselves - - - - their - - - heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or R. Tilghman Brice, III, their said attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same is accompanied by a tender of said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagor s , as aforesaid for - - - themselves - - - - their - - - heirs, personal representatives, and assigns, do further covenant to insure with such coverage as may be required from time to time by the Mortgagee, its successors or assigns, and pending the existence of this Mortgage, to keep insured in some good company or companies satisfactory to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land in the amount of Three Thousand Three Hundred ($3,300.00) - - Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, or other loss, to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors or assigns.

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

WITNESS the hand s and seal s of the said Mortgagor s

Test:

R. Tilghman Brice, III

Margaret V. Phillips

Edward Sesker (SEAL)

Sarah Ellen Sesker (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this Thirteenth day of July in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD SESKER and SARAH ELLEN SESKER, his wife, - - - -

the Mortgagor s named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also personally appeared CARY L. MEREDITH, JR., ... Cashier of THE FARMERS NATIONAL BANK OF ANNAPOLIS, a body corporate, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further made oath in due form of law that he is the Agent of the Mortgagee and duly authorized to make this affiavit.

AS witness my hand and Notarial Seal.

NOTARY PUBLIC
Margaret V. Phillips

NOTARY PUBLIC MARGARET V. PHILLIPS ANNE ARUNDEL COUNTY, MD.

Recorded- 13th July, 1955, at 3:20 P.M.

Mortgage

FROM

EDWARD SESKER

SARAH ELLEN SESKER

TO

THE FARMERS NATIONAL BANK OF ANNAPOLIS, a body corporate.

2.742 acres, Eighth Election District of Anne Arundel County State of Maryland.

Received for Record 13th day of July, 19 55, at 3:20 o'clock P. M. Same day recorded in Liber G.H.H. No. 945 Folio 37, &c., one of the Land Records of A.A. Co. examined per GEORGE T. CROMWELL, Clerk. Cost of Record, $ Paid.

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

Sat'd 17749 3/11/59

LIBER 127 PAGE 332

IN THE MATTER OF THE SALE OF MORTGAGED REAL ESTATE OF EDWARD SESKER and SARAH ELLEN SESKER, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,433 EQUITY

STATEMENT OF CLAIM OF THE FARMERS NATIONAL BANK OF ANNAPOLIS

Amount due on mortgage from Edward Sesker and Sarah Ellen Sesker, his wife, to The Farmers National Bank of Annapolis, dated the 13th day of July, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 945, folio 37. - - - - - - - - - - - - - - $ 1,772.94

Interest from March 1, 1959 to October 20, 1959 56.64

$ 1,829.58

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 28 day of Oct., 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles L. Schelberg, Cashier of The Farmers National Bank of Annapolis, and made oath in due form of law that there is due and owing the said The Farmers National Bank of Annapolis, the sum of $1,829.58 on the above entitled mortgage.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED

1959 SEP 28 AM 9:42

6

Trustee's Bond

13433 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 10 PAGE 106

LIBER 127 PAGE 333

THAT WE R. Tilghman Brice, III, Annapolis, Maryland

as principal,

and STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND FIVE HUNDRED and 00/100 ($3,500.00) . . . . 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 19th day of October in the year of our Lord one thousand nine hundred and Fifty Nine.

WHEREAS, the above bounden R. Tilghman Brice, III 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

mentioned in the proceedings in the case of Farmers National Bank

vs.

Edward Sesker and Sarah Allen Sesker, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN R. Tilghman Brice, III

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.

Elizabeth B. Stellings

Signed, sealed and delivered in the presence of

(As to Surety) W. R. Schlining

R. Tilghman Brice, III (SEAL)

(SEAL)

STANDARD ACCIDENT INSURANCE COMPANY (SEAL)
910 Keyser Building, Baltimore, Md.

By: Sue E. Bracy (SEAL)
Sue E. Bracy, Attorney-in-fact.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan does hereby constitute and appoint T. N. FERCIOT, DANIEL F. HURLEY, JR. or SUE E. BRACY its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said STANDARD ACCIDENT INSURANCE COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 8th day of October, 1958

STANDARD ACCIDENT INSURANCE COMPANY

ATTEST: W. J. Nichols *Assistant Secretary*

By T. L. Sedwick *Vice-President*

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

October 19, 1959

W. J. Nichols *Assistant Secretary*

B-895-H Ed. 10-1958

Bond filed and approved
this 19th day of October 1959
George T. Cromwell, Clerk

FILED

1959 OCT 19 PM 1:46

7

Legal Notice

Mortgagee's Sale

OF VALUABLE IMPROVED PROPERTY

located in
EIGHTH ELECTION DISTRICT
Anne Arundel County, Maryland

By virtue of the power of sale contained in a Mortgage from Edward Sesker and Sarah Ellen Sesker, his wife, dated the 13th day of July, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 945, folio 37, said Mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis on

Tues., October 20, 1959
At 10:30 o'clock A. M.

the following property:

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

Beginning at an iron pipe by a post planted on the east bank of the aforesaid County Road and at the northwest corner of the farm of Nathaniel Warner and bearing from thence South 23 degrees West 200 feet along the east boundary of the County Road to an iron pipe; thence leaving said road and bearing South 69 degrees 16 minutes East 625.4 feet to the center of a small branch; thence bearing down said branch, North 7 degrees East 204.1 feet to an iron pipe by a post planted on the west bank of the aforementioned branch; this being the northeast corner of the farm of Nathaniel Warner and the southeast corner of the farm of Chesterfield Owens; thence bearing with the dividing line of the said farms, North 69 degrees 16 minutes West 570 feet to the place of beginning. Containing within the abovementioned courses and distances 2.742 acres of land, more or less, according to a survey made by J. C. Witherson, Registered Civil Engineer.

Being the same property conveyed by Chesterfield Owens, divorced, to Edward Sesker and Sarah Ellen Sesker, his wife, by Deed dated March 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 671, folio 550.

This property is improved by a five-room cinder block dwelling, garage and outbuildings.

TERMS OF SALE: A deposit of Five Hundred ($500.00) Dollars will be required of purchaser on the day of sale. Balance of Purchase Money, including interest at the rate of six (6%) per cent per annum to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to day of sale.

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III, Attorney named in Mortgage, 140 South St., Annapolis, Md.
GEORGE W. SCIBLE, Auctioneer
O-17

13433

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 334

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 20, 1959

We hereby certify, that the annexed

Mortgagee's Sale

Edward Sesker

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 20th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 Oct 21 A.M. H.H. 34

By R. Tilghman

9

No. 13433 Equity

GEORGE W. SCIBLE - Auctioneer

LIBER 127 PAGE 335

MORTGAGEE'S SALE

OF VALUABLE

Improved Property

LOCATED IN EIGHTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYAND

By virtue of the power of sale contained in a Mortgage from Edward Sesker and Sarah Ellen Sesker, his wife, dated the 13th day of July, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 945, folio 37, said Mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis on

Tuesday, Oct. 20, 1959

At 10:30 O'clock, A.M.

the following property:

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

....Beginning at an iron pipe by a post planted on the east bank of the aforesaid County Road and at the northwest corner of the farm of Nathaniel Warner and bearing from thence South 23 degrees West 200 feet along the east boundary of the County Road to an iron pipe; thence leaving said road and bearing South 69 degrees 16 minutes East 625.4 feet to the center of a small branch; thence bearing down said branch, North 7 degrees East 204.1 feet to an iron pipe by a post planted on the west bank of the aforementioned branch; this being the northeast corner of the farm of Nathaniel Warner and the southeast corner of the farm of Chesterfield Owens; thence bearing with the dividing line of the said farms, North 69 degrees 16 minutes West 570 feet to the place of beginning. Containing within the abovementioned courses and distances 2.742 acres of land, more or less, according to a survey made by J. C. Witherson, Registered Civil Engineer.

Being the same property conveyed by Chesterfield Owens, divorced, to Edward Sesker and Sarah Ellen Sesker, his wife, by Deed dated March 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 671, folio 550.

This property is improved by a five-room cinder block dwelling, garage and outbuildings.

TERMS OF SALE: A deposit of Five Hundred ($500.00) Dollars will be required of purchaser on the day of sale. Balance of Purchase Money, including interest at the rate of six (6%) per cent per annum to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to day of sale.

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III
Attorney named in Mortgage
140 South Street, Annapolis, Maryland

FILED

1959 OCT 21 AM 11:35

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

01

LIBER 127 PAGE 336 No. 13,433 Equity

I HEREBY CERTIFY, That I have this 20th day of October, 1959, sold the property described on the reverse side hereof, at public sale, to **Albert Strauss** - - - - - - - - - - - - - - - at and for the price of Five Thousand ($5,000.00) Dollars, he being the highest bidder therefor.

George W. Scible, Auctioneer

I HEREBY CERTIFY, That I have hereby purchased the property described on the reverse side hereof, at public sale, at and for the price of Five Thousand ($5,000.00) Dollars - - - - - - - - - and do hereby agree to comply with the terms of sale.

Albert Strauss

2726 Seventy-third Place

Hyattsville, Maryland

FILED

1959 OCT 21 AM 11:35

11

LIBER 127 PAGE 337

IN THE MATTER OF THE	:	
SALE OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
EDWARD SESKER and SARAH ELLEN SESKER, his wife	:	NO. 13433 Equity
	:	
	:	

: : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of R. Tilghman Brice, III, Attorney named in the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved by the Clerk of this Court, advertise the said property for sale on Tuesday, October 20, 1959, at 10:30 o'clock A.M., by advertisement in the Evening Capital, a newspaper printed daily at Annapolis, Maryland, for more than three successive weeks, before the day of sale, and also by handbills which he caused to be posted on the premises, and at the Court House door, in the City of Annapolis, Maryland, and in pursuance of said notice, he did attend, in person, at the Court House door in the City of Annapolis, Maryland, on Tuesday, October 20, 1959, at 10:30 o'clock A.M., that being the time and place advertised for said sale, and did then and there offer said property mentioned in said mortgage filed in this case, which said mortgage is dated the 13th day of July, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 945, folio 37, said property being All that piece or parcel of land lying and being in the Eighth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING at an iron pipe by a post planted on the east bank of the aforesaid County Road and at the northwest corner of the farm of Nathaniel Warner and bearing from thence South 23 degrees West 200 feet along the east boundary of the County Road to an iron pipe; thence leaving said road and bearing South 69

FILED

1959 OCT 22 AM 11:34

degrees 16 minutes East 625.4 feet to the center of a small branch; thence bearing down said branch, North 7 degrees East 204.1 feet to an iron pipe by a post planted on the west bank of the aforementioned branch; this being the northeast corner of the farm of Nathaniel Warner and the southeast corner of the farm of Chesterfield Owens; thence bearing with the dividing line of the said farms, North 69 degrees 16 minutes West 570 feet to the place of beginning. Containing within the abovementioned courses and distances 2.742 acres of land, more or less, TOGETHER with all improvements thereon, and all appurtenances thereto, and did sell the property hereinabove described, unto ALBERT STRAUSS, at and for the sum of Five Thousand ($5,000.00) Dollars, he being then and there the highest bidder therefor, and he files herewith one of the handbills of said sale upon which is endorsed a certificate of the Auctioneer as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III, Attorney named in the mortgage.

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 20th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Attorney named in the mortgage mentioned in these proceedings, and made oath in due form of law that the matters and things set out in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Elizabeth B. Stallings Notary Public

ORDER NISI

LIBER 127 PAGE 339

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ~~XXXXX~~ EDWARD SESKER and SARAH ELLEN SESKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,433 Equity

Ordered, this 21st day of October, 19 59, That the sale of the Property in these proceedings mentioned made and reported by R. Tilghman Brice, III, Attorney named in the mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of November next.

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

FILED 1959 OCT 21 AM 11:34

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ~~XXXXX~~ EDWARD SESKER and SARAH ELLEN SESKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett JUDGE.

FILED

1959 NOV 27 PM 3:12

14

Trustee's Bond **A-D-D-I-T-I-O-N-A-L**

13,435 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 10 PAGE 107

THAT WE R. Tilghman Brice, III, Annapolis, Maryland

as principal, LIBER 127 PAGE 340

and STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND FIVE HUNDRED and 00/100 ($1,500.00) . . . . . 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 19th day of October in the year of our Lord one thousand nine hundred and fifty nine.

WHEREAS, the above bounden R. Tilghman Brice, III 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

mentioned in the proceedings in the case of Farmers National Bank

vs.

Edward Sesker and Sarah Allen Sesker, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN R. Tilghman Brice, III 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

Elizabeth B. Stallings
Signed, sealed and delivered in the presence of

Jacqueline J. Cartier
Jacqueline J. Cartier (As to Surety)

R. Tilghman Brice, III (SEAL)

STANDARD ACCIDENT INSURANCE COMPANY (SEAL)
910 Keyser Building, Baltimore, Md. (SEAL)
By: Sue E. Bracy (SEAL)
Sue E. Bracy, Attorney-in-fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan does hereby constitute and appoint T. N. FERCIOT, DANIEL F. HURLEY, JR. or SUE E. BRACY its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said STANDARD ACCIDENT INSURANCE COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 8th day of October, 1958

ATTEST: W. J. Nichols *Assistant Secretary*

STANDARD ACCIDENT INSURANCE COMPANY
By T. L. Sedwick *Vice-President*

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

October 19, 19 59

W. J. Nichols *Assistant Secretary*

B-895-H Ed. 10-1958

FILED
1959 OCT 21 AM 11:35

Bond Approved this 21st day of October 1959
George T. Cromwell, Clerk

15

OFFI[illegible] OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 341

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 17, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,433

Edward Sesker

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 25th day of November, 1959. The first insertion being made the 24th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 12107 1959 NOV 18 AM 10:49 By H. Tilghman

17

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,433 Equity

Order Nisi

In the Matter of the Sale of the Mortgaged Real Estate of EDWARD SESKER and SARAH ELLEN SESKER his wife

Ordered, this 21st day of October, 1959, That the sale of the Property in these proceedings mentioned made and reported by R. Tilghman Brice, III, Attorney named in the mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of November next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-14

LIBER 127 PAGE 342

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Edward Sesker
and
Sarah Ellen Sesker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,433 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

January 5, 1960

Laura K. Jacklin
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Edward Sesker and Sarah Ellen Sesker, his wife

in ac.

To Attorney for Fee, viz:	150 00		
To Attorney for Commissions, viz:	181 35		331 35
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	33 75		
Auditor - stating this account	27 00		70 75
To Attorney 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		
Speer Publications, Inc. - handbills	15 22		
Standard Accident & Insurance Co. - bond premium	20 00		
George W. Scible - auctioneer's fee	50 00		
One-half Federal documentary stamps	2 75		
One-half State documentary stamps	5 50		
Elizabeth B. Stallings - notary fee		50	194 49
To Farmers National Bank of Annapolis, mortgagee - in full for mortgage claim filed	1,829	58	1,829 58
To United States of America - in full for judgment claim in #9863 Law, viz:			
Principal balance	240	60	
Interest to 12/4/59	31	33	
Court costs	20	95	292 88
To United States of America - in full for judgment claim in #9864 Law, viz:			
Principal	665	25	
Interest to 12/4/59	86	45	
Court costs	49	95	801 65
To Baltimore Federal Savings & Loan Ass'n- this balance on account claim in #A-789 Law, (Order of 10/8/59)	1,537	06	1,537 06
			5,057 76
Amount of judgment claim of Baltimore Federal Savings & Loan Ass'n:			
Principal	1,809	83	
Interest from 10/22/58 to 10/20/59	108	58	
Court costs	24	00	
Attorney's collection fee	271	47	
	2,213	88	
Cr. Amount allowed above	1,537	06	
Balance due	676	82	

19

with R. Tilghman Brice, III, Attorney named in Mortgage Cr.

1959				
Oct.	20	Proceeds of Sale	5,000 00	
		Interest on deferred payment of $4,500.00 to 12/21/59	45 00	5,045 00
		Refund 1959 State and County taxes- 2 months 10 days	12 76	12 76
				5,057 76

LIBER 127 PAGE 345

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Edward Sesker and Sarah Ellen Sesker, his wife

1960 JAN -7 PM 2:53 FILED

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,433 Equity.

ORDERED, This 7th day of January, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

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

FILED

1960 FEB 11 AM 11:21

O. Bowie Duckett

Judge

21

LIBER 127 PAGE 346

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,433 Equity

In the Matter of the Sale of the Mortaged Real Estate of EDWARD SESKER and SARAH ELLEN SESKER, his wife

Ordered, this 7th day of January 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
J-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,433 Auditor Account.

Edward Sesker.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of February, 1960. The first insertion being made the 9th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1 1960 FEB -5 PM 2:51

22

LIBER 127 PAGE 347

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EDWARD U. HOFMANN AND PEGGY E. HOFMANN, HIS WIFE	:	(In Equity)

13,455 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'"-

1. Original Mortgage from said Edward U. Hofmann and Peggy E. Hofmann, his wife to Baltimore Federal Savings and Loan Association, dated August 14th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1054 folio 284.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

FILED

1959 OCT -8 PM 4:02

City and County Form.

LIBER 1054 PAGE 284 No. 13,453 Equity

LIBER 127 PAGE 348

This Mortgage, Made this 11th day of August, in the year one thousand, nine hundred and fifty-six, between Edward U. Hofmann and Peggy E. Hofmann, 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 and 00/100 ($14,000.00) 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 five percent (5%) per annum in the manner following:

By the payment of Ninety-two and 40/100 ($92.40) Dollars, commencing on the first day of October, 19 56, 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. 115 as laid down and shown on "Plat showing Revision of Lots on Sunglow Road, Hunters Harbor" by Edward Hall, III, Surveyor, dated January 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 29.

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 Howard Hamilton Baker, Jr. and Elsie B. Baker, his wife unto the herein Mortgagors.

FILED

1959 OCT -8 PM 4:02

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 $115.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS:

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

Edward U. Hofmann (SEAL)
Edward U. Hofmann

(SEAL)

(SEAL)

Peggy E. Hofmann (SEAL)
Peggy E. Hofmann

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of August, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared Edward U. Hofmann and Peggy E. Hofmann, his wife and

acknowledged the aforegoing mortgage to be their act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

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

Rec'd for record Aug. 17, 1956, at 10.52 A.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

EDWARD U. HOFMANN AND
PEGGY E. HOFMANN, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 41747
Written by ep
Approved by [illegible] Examiner
Ready for Record MJM

LIBER 127 PAGE 352

MILITARY AFFIDAVIT

Docket folio

13,453 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of October 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Edward U. Hofmann and Peggy E. Hofmann, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter L. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

FILED
1959 OCT -8 PM 4:02

6

WALTER S. CALWELL

Attorney Named in Mortgage

VS.

EDWARD U. HOFMANN AND

PEGGY E. HOFMANN, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

13,453 Equity

LIBER 127 PAGE 353

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **said Edward U. Hofmann and Peggy E. Hofmann, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **14th** day of **August** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1054** Folio **284**.

Amount of Mortgage	$14,000.00
Less - amount paid on principal	969.84
	13,030.16
Plus - interest to 11/5/59	606.24
	13,636.40
Plus - overdraft in expense account	3.60
	13,640.00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **2nd** day of **October** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

As witness my hand and Notarial seal.

Clara M. Link
Notary Public

FILED
1959 OCT -8 PM 4:02 **Clara M. Link**

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 Edward U. Hofmann and Peggy E. Hofmann, his wife to Baltimore Federal Savings and Loan Association dated August 14th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1054 folio 284 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Nov. 10th, 1959
at 3:35 P. M.

All that fee simple lot of ground and improvements situate and lying in the Third Election District of Anne Arundel County, Maryland, at Hunters Harbor, Sillery Bay Section, and described as follows:

Being known and designated as Lot No. 115 as laid down and shown on "Plat Showing Revision of Lots on Sunglow Road, Hunters Harbor" by Edward Hall, III, Surveyor, dated January, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 29.

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 frame split level type dwelling, containing 5 rooms, 1 bath and recreation room, oil fired heat, and garage.

TERMS OF SALE — A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance purchase money 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

N-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 354

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1959

We hereby certify, that the annexed

Attorney's Sale

Edward U. Hofmann

Equity No. 13,453

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of November, 1959. The first insertion being made the 15th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 NOV -6 AM 9:43

By W. Tilghman

8

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

EDWARD U. HOFMANN AND

PEGGY E. HOFMANN, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,453 IN EQUITY

LIBER 127 PAGE 355

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Edward U. Hofmann and Peggy E. Hofmann, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **14th** day of **August** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1054** Folio **284** .

Amount of Mortgage	**$14,000.00**
Less - amount paid on principal	**1,020.01**
	12,979.99
Plus - interest to 8/31/60	**488.52**
	13,468.51
Plus - overdraft in expense account	**126.59**
	13,595.10

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **29th** day of **August** 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 claimed under the mortgage filed in the said cause now remaining due and unpaid.

FILED

1960 AUG 30 AM 9:36

WITNESS my hand and Notarial Seal.

Clara M. Link

Clara M. Link Notary Public

9

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Buildi
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 Edward U. Hofman and Peggy E. Hofmann, his wife to Baltimore Federal Savings and Loan Association dated August 14th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1054 folio 284 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, AUGUST 31st, 1960 at 3:45 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, Maryland, at Hunters Harbor, Sillery Bay Section, and described as follows:—

Being known and designated as Lot No. 115 as laid down and shown on "Plat Showing Revision of Lots on Sunglow Road, Hunters Harbor" by Edward Hall, III, Surveyor, dated January, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 29.

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 frame split level type dwelling, containing 5 rooms, 1 bath and recreation room, oil fired heat, and garage.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance purchase money 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 A-25

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 356

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1960

We hereby certify, that the annexed Attorney's Sale

Edward U. Hofmann

13,453

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 AUG 30 PM 1:45

By H. Tilghman

10

LIBER 127 PAGE 357

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EDWARD U. HOFMANN AND PEGGY E. HOFMANN, HIS WIFE	:	No. 13,453 - Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **August 14th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1054 folio 284** from said **Edward U. Hofmann and Peggy E. Hofmann, 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 **31st** day of **August, ~~xxx~~ 1960 at 3.45 P.M. (.E.D.T.)** attend on the premises and then and there sold the **fee simple** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 115 as laid down and shown on "Plat Showing Revision of Lots on Sunglow Road, Hunters Harbor" by Edward Hall, III, dated January 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 29; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 SEP -2 AM 9:09

11

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Edward U. Hofman and Peggy E. Hofmann, his wife to Baltimore Federal Savings and Loan Association dated August 14th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1054 folio 284 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, AUGUST 31st, 1960 at 3:45 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, Maryland, at Hunters Harbor, Sillery Bay Section, and described as follows:—

Being known and designated as Lot No. 115 as laid down and shown on "Plat Showing Revision of Lots on Sunglow Road, Hunters Harbor" by Edward Hall, III, Surveyor, dated January, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 29.

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 frame split level type dwelling, containing 5 rooms, 1 bath and recreation room, oil fired heat, and garage.

TERMS OF SALE: -A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance purchase money 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
A-25

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

The property was sold to The Bedford Holding Company, in fee simple, at and for the sum of Twelve Thousand ($12,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **1st** day of **September, 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 STATE OF MARYLAND

Clara M. Link, Notary Public

~~Mortgage and~~ Attorney's Bond.

1-369

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

LIBER 127 PAGE 359

LIBER 10 PAGE 347

60 JOHN STREET
NEW YORK, N. Y.

315384

No. 13,453 Equity

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

THIRTEEN THOUSAND, SEVEN HUNDRED AND 00/100 ($13,700.00) - - - - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th -

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 Edward U. Hofmann and Peggy E. Hofmann, his wife to the Baltimore Federal Savings & Loan Association -

bearing date the 14th - - - day of August - - - nineteen hundred and fifty-six,

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1054, Folio 284, and

Lot 115 Sunglow 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. Link

~~Attest~~ As to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED

1960 AUG 31 AM 9:03

Bond approved this 31st day of August 1960

George T. Cromwell Clerk

13

ORDER NISI

LIBER 127 PAGE 360

Walter S. Calwell,
Attorney Named in Mortgage

versus

Edward U. Hofmann and
Peggy E. Hofmann, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,453 Equity

Ordered, this 2nd day of September, 19 60, That the sale of the Property in these proceeding mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

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

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

George T. Cromwell Clerk.

True Copy,

FILED
1960 SEP 2 AM 9:09

TEST: Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Edward U. Hofmann and
Peggy E. Hofmann, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of October, 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 OCT 25 PM 3:12

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 361

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,453 Equity
Walter S. Calwell,
ATTORNEY Named in Mortgage
Versus
EDWARD U. HOFMANN and PEGGY E. HOFMANN, His Wife

Ordered, this 2nd day of September, 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 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.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,453
Edward U. Hofmann

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17057 1960 OCT -5 PM 2:

By W. Tilghman

15

LIBER 127 PAGE 362

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EDWARD U. HOFMANN AND PEGGY E. HOFMANN, HIS WIFE	:	(In Equity) No. 13,453

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents:-

That your Petitioner by his Report of Sale filed in these proceedings on September 2nd, 1960 sold a certain fee simple property, situate in Anne Arundel County, Maryland, known and designated as Lot No. 115 as laid down and shown on "Plat Showing Revision of Lots on Sunglow Road, Hunters Harbor" by Edward Hall, III, Surveyor, dated January, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 29, and described in these proceedings, to The Bedford Holding Company.

That since the filing of said Report of Sale the said purchaser has requested your Petitioner to substitute, as purchaser in its place and stead, Charles E. Baker, Jr., and Carol S. Baker, his wife.

Your Petitioner therefore prays that this Honorable Court pass an Order substituting the said Charles E. Baker, Jr., and Carol S. Baker, his wife, as purchasers of the aforesaid property, in the place and stead of The Bedford Holding Company.

Walter S. Calwell,
Attorney Named in Mortgage

FILED
1960 OCT 22 AM 9:29

16

ASSENT

The undersigned assents to the passage of the Order prayed in the aforegoing Petition, substituting Charles E. Baker, Jr., and Carol S. Baker, his wife as purchasers of the fee simple property above referred to and in these proceedings mentioned.

THE BEDFORD HOLDING COMPANY

BY _____
Joseph J. Callahan, Vice President

_____
Charles E. Baker, Jr.,

_____
Carol S. Baker

ORDERED by the Circuit Court for Anne Arundel County, this 25th day of October, 1960 that the said Charles E. Baker, Jr., and Carol S. Baker, his wife be substituted as purchasers of the fee simple property above described, and in these proceedings mentioned, in the place and stead of The Bedford Holding Company.

FILED
1960 OCT 25 PM 3:00

In the Case of LIBER 127 PAGE 365

Walter S. Calwell,
Attorney named in Mortgage
vs.
Edward U. Hofmann
and
Peggy E. Hofmann, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,453 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. Dickey
Auditor.

November 2, 1960

FILED

1960 NOV -9 AM 10:22

19

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Edward U. Hofmann and Peggy E. Hofmann, his wife in ac.

To Attorney for Fee, viz:	115	00		
To Attorney for Commissions, viz:	393	37	508	37
To Attorney for Court costs, viz:				
Clerk of Court - final costs	22	75		
Auditor - stating this account and two copies	18	00	40	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	68	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	15	65		
New Amsterdam Casualty Co.-bond premium	54	80		
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	211	99
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,418	42	11,418	42
			12,179	53
Amount of mortgage claim filed	13,595	10		
Interest @ 5% on principal balance of $12,979.99 from 8/31/60 to 12/12/60 - 3 months 12 days	183	88		
	13,778	98		
Cr. Amount allowed above	11,418	42		
Balance subject to decree in personam	2,360	56		

20

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

1960						
Aug.	31	Proceeds of Sale	12,000	00		
		Interest on deferred payment to 10/25/60	112	22	12,112	22
		Refund 1960 State and County taxes - 4 months	67	31	67	31
					12,179	53

ORDER NISI LIBER 127 PAGE 368

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Edward U. Hofmann
and
Peggy E. Hofmann, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,453 Equity.

1960 NOV -9 PM 10:22

ORDERED, This 9th day of November, 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 19th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of December, 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 DEC 20 PM 2:02

O. Bowie Duckett

22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 369

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,453 Equity

Walter C. Calwell, Attorney named in Mortgage

versus

EDWARD U. HOFMANN and PEGGY E. HOFMANN, his wife

Ordered, this 9th day of November, 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 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,453

Auditor Account

Edward U. Hofmann

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 19th day of December, 1960. The first insertion being made the 17th day of November, 1960.

FILED

1960 DEC -5 PM 1:35

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 1217

By H. Tilghman

23

LIBER 127 FOLIO 370

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

BOONE CONSTRUCTION CORPORATION
a body corporate
5302 Edmondson Avenue
Baltimore 29, Maryland
Defendant

IN EQUITY:
Docket ..... Folio .....
Case No. 13574
Filed .....

IN THE

Circuit Court ~~No. 4~~

~~OR~~ FOR
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

PETITION FOR FORECLOSURE

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 10th **day of** September **A.D.** 1958 **the defendant executed and delivered to** The American National Building and Loan Association of Baltimore City

Anne Arundel County

a mortgage upon certain fee simple **property in the ~~City of Baltimore~~ therein described, to secure the payment of the mortgage debt of $** 67,200.00 **and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.**

That on or about January 5, 1959, the fee simple property known and designated as Lot 6 Block A, as shown on the Plat of Shipley Annex as described in said mortgage, was released from the operation of said mortgage, thereby leaving the properties known and designated as Lot 3 Block A and Lots 8, 9, 10 and 11 Block C on said Plat still subject to the lien of said mortgage.

The said mortgagor is presently in default under the covenants of said mortgage.

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

And as in duty, &c.

J. Purdon Wright
J. Purdon Wright
345 St. Paul Place (2)
LE 9-1789
Attorney for Plaintiff

FILED
1959 JAN -6 PM 12:12

4

MORTGAGE FEE—CITY OR COUNTY—Form 1a.

LIBER 127 PAGE 371

No. 13,574 Equity

LIBER 1234 PAGE 17

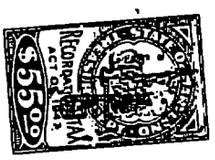
THIS MORTGAGE, Made this 10th day of September

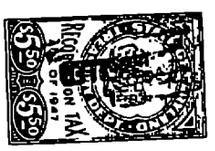
in the year nineteen hundred and fifty-eight by and between

Boone Construction Corporation, a body corporate

Mortgagor of the City of Baltimore in the State of Maryland, of the first part, and The American National Building and Loan Association of Baltimore City, a body corporate , Mortgagee , of the second part:

Whereas, the said Mortgagee has this day loaned to the said Mortgagor, the sum of $67,200.00, being part of the purchase price of the hereinafter described property, and the said Mortgagor stands bona fide indebted in the full and just sum of $67,200.00, which said sum the said Mortgagor hereby covenants and agrees to repay to the said Mortgagee at the expiration of 2 years from the date of these presents with interest thereon at the rate of 6% per annum, payable monthly, both principal and interest being payable in lawful money of the United States of America, and whereas it was a condition precedent to the making of this loan that this mortgage should be executed to secure the repayment of the aforesaid sum of $67,200.00, with interest thereon payable as aforesaid.





Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Boone Construction Corporation :

do th grant and convey unto The American National Building and Loan Association of Baltimore City, its successors ~~heirs~~ and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in ~~the~~ Anne Arundel County , ~~aforesaid,~~ and described as follows, to wit:—~~Beginning for~~ BEING known and designated as Lots Nos. 8, 9, 10, 11 Block C and Lots Nos. 3 and 6 Block A, as shown on Plat No. 1 of Shipley Annex, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 8. Subject to drainage easements as shown on said Plat.

BEING the same lots of ground described in a deed and confirmatory deed dated of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which were granted and conveyed by R. Luther Shipley, Jr., et al unto the herein mortgagor.

"Petitioner's Exhibit No. 1"

FILED

1960 JAN -4 AM 10:52

SEE ALSO deed dated June 20, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1220 folio 566, from Irene A. Shipley, unmarried, et al unto the herein mortgagor.

The Mortgagee agrees to grant the Mortgagor partial releases as requested by the Mortgagor upon the payment to the Mortgagee of $11,200.00 on each of the aforementioned houses.

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of The American National Building and Loan Association of Baltimore City, its successors ~~heirs~~ and assigns, forever.

Provided, that if the said Boone Construction Corporation, its successors ~~executors, administrators~~ or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Sixty-seven thousand two hundred $67,200.00)----------dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors ~~personal representatives~~, or assigns, J. Purdon Wright, the authorized Attorney or Agent

of the said Mortgagee, his / [illegible] personal representatives, or assigns, a[illegible] any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its/successors ~~executors, administrators~~ or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor its/successors ~~heirs, personal representatives~~ or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for 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 a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for itself, its/successors ~~heirs, personal representatives~~ and assigns, do thhereby covenant to pay, and the said Mortgagee, its/successors ~~personal representatives~~ or assigns, or J. Purdon Wright, its ~~their~~ said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said party of the first part, its/successors ~~executors, administrators~~ or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Sixty-seven thousand two hundred (67,200.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its/successors ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the act of ~~hand and seal~~ BOONE CONSTRUCTION CORPORATION, and the signature of Wm Garde, its President, together with its corporate seal hereto affixed.

TEST:

Hazel E. Morgan

Hazel E. Morgan

BOONE CONSTRUCTION CORPORATION [SEAL]

BY: [signature] [SEAL]

Wm Garde, President

[SEAL]

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 10th day of September in the year one thousand nine hundred and fifty-eight before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Wm Garde, President of BOONE CONSTRUCTION CORPORATION, a body corporate the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its corporate act. At the same time also appeared Urban J. B. Link, President of THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate 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.

Rec'd for record Sept. 11, 1958, at 10:46 A.M. 1200

Mailed to American Nat'l. Bldg. & Loan Asso. of Balto., City

Hazel E. Morgan

Hazel E. Morgan, Notary Public.

LIBER 127 PAGE 373

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

LIBER 127 PAGE 374

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, Lexington and Liberty Streets, Baltimore 1, Maryland
Complainant

vs.

BOONE CONSTRUCTION CORPORATION, a body corporate, 5302 Edmondson Avenue, Baltimore 29, Maryland
Defendant

IN THE

CIRCUIT COURT ~~No. 2~~

FOR

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

IN EQUITY:

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

Case No. 13574

Filed .....

Military Affidavit

STATE OF MARYLAND, ~~CITY~~ County OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City, a corporation, 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.~~

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
BY: Urban J. B. Link
Affiant.
Urban J. B. Link

Subscribed and sworn to before me this 29th day of Dec. 19 59.

Howard I. Scaggs, Jr.
Notary Public.
Howard I. Scaggs, Jr.

FILED
1960 JAN -4 AM 10:52

7

10

STATEMENT OF MORTGAGE CLAIM

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Street
Baltimore 1, Maryland
Complainant

vs.

BOONE CONSTRUCTION CORPORATION
a body corporate
5302 Edmondson Avenue
Baltimore 29, Maryland
Defendant

IN EQUITY
DOCKET ..... FOLIO .....
CASE NO. 13574
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

~~FOR~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

LIBER 127 PAGE 375

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City, a body corporate, under the mortgage from Boone Construction Corporation to The American National Building and Loan Association of Baltimore City dated September 10, 1958 and recorded in Liber G.T.C. 1234 folio 17.

Principal Balance	$54,000.00
Interest to 12/8/59	1,651.28
Debit in Expense Account	74.52
TOTAL BALANCE DUE	$55,725.80

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J. B. Link
Urban J. B. Link, President

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

I HEREBY CERTIFY, That on this 29th day of December in the year nineteen hundred and fifty-nine, before me, a Nobary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Howard I. Scaggs, Jr.
Howard I. Scaggs, Jr., Notary Public

FILED
1960 JAN -4 AM 10:

6

9

DECREE IN CIRCUIT COURT FOR
~~Baltimore City~~
Anne Arundel County

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
A Body Corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

BOONE CONSTRUCTION CORPORATION
a body corporate
5302 Edmondson Avenue
Baltimore 29, Maryland
Defendant

IN EQUITY:
DOCKET ..... FOLIO .....
CASE No. 13574
FILED .....

IN THE
Circuit Court ~~No. 2~~
~~FOR~~
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
.....TERM, 19.....

LIBER 127 PAGE 370

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 4th day of December ~~in the year~~ January 1960 ~~nineteen hundred and fifty-nine~~ for Anne Arundel County by the Circuit Court ~~No. 2 of Baltimore City~~, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Purdon Wright be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $67,500.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third cash, the balance in six and twelve months~~ $5000.00 cash deposit if sold as an entirety or $1000.00 cash deposit if sold individually at time & place of sale or all cash as the purchaser may elect, the payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

balance in cash upon final ratification of sale by the Court, the credit

FILED
1960 JAN -4 PM 3:14

O. Bowie Duckett
Judge

8

11

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 10 PAGE 169

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 127 PAGE 377

The American National Building and Loan Association of Baltimore City

versus

Boone Construction Co.

No. 13,574 Equity

BOND OF TRUSTEE TO SELL

Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright,

345 St. Paul Place, Baltimore 2, Maryland

as Principal,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixty-Seven Thousand Five Hundred and 00/100 - - - - - - - - - - - - - - - Dollars ($ 67,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 1st day of February in the year of our Lord one thousand, nine hundred and sixty.

WHEREAS THE ABOVE BOUNDEN J. Purdon Wright

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

The American National Building and Loan Association of Baltimore City

versus

Boone Construction Co.

now pending in said Court.

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

J. Purdon Wright

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

V. Arline Goodwin - witness as to J. Purdon Wright

J. Purdon Wright (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

Bond approved this 5th day of February 1960.
George T. Cromwell, Clerk

FILED

1960 FEB -5 AM 11:10

9

12

J. Purdon Wright, Solicitor
345 St. Paul Place
Baltimore, Maryland

Trustee's Sale

OF FIVE FEE SIMPLE PARTIALLY AND COMPLETELY FINISHED BRICK AND FRAME COTTAGES AND RANCHERS IN SHIPLEY, ANNEX, LINTHICUM HEIGHTS, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity, the undersigned Trustee will sell at public auction on the respective premises at the times hereinafter set forth

On Monday, February 8, 1960

At 3 O'Clock P.M.:

ALL that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: Being known and designated as Lot No. 3, Block A, as shown on Plat No. 1 of Shipley Annex, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage easements as shown on said plat. The property will be sold subject to all conditions, restrictions, easements, and agreements of record affecting same, if any. In fee simple and improved by a partially-completed RANCH-TYPE BUNGALOW.

At 3:15 O'Clock P.M.:

ALL that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: Being known and designated as Lot No. 8, Block C, as shown on Plat No. 1 of Shipley Annex, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage easements as shown on said plat. The property will be sold subject to all conditions, restrictions, easements, and agreements of record affecting same, if any. In fee simple and improved by a partially-completed RANCH-TYPE BUNGALOW. The improvements thereon being known as No. 554 FAIRMOUNT AVENUE.

At 3:30 O'Clock P.M.:

ALL that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: Being known and designated as Lot No. 9, Block C, as shown on Plat No. 1 of Shipley Annex, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage restrictions as shown on said plat. The property will be sold subject to all conditions, restrictions, easements and agreements of record affecting same, if any. In fee simple and improved by a modern CAPE COD COTTAGE. The improvements thereon being known as No. 556 FAIRMOUNT AVENUE.

At 3:45 O'Clock P.M.:

All that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: Being known and designated as Lot No. 10, Block C, as shown on Plat No. 1 of Shipley Annex, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage restrictions as shown on said plat. Being sold subject to all conditions, restrictions, easements, and agreements of record affecting same, if any. In fee simple and improved by a modern CAPE COD COTTAGE. The improvements thereon being known as No. 558 FAIRMOUNT AVENUE.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 378

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1960

We hereby certify, that the annexed

Trustee's Sale
Five Cottages
Shipley Annex
13571 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of February, 1960. The first insertion being made the 14th day of January, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Talgheman

FILED
FEB 8, 1960
8 PM 1:43

15

LIBER 127 PAGE 379

At 4 O'Clock P.M.:

All that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: being known and designated as Lot No. 11, Block C, as shown on Plat No. 1 of Shipley Annex, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage restrictions as shown on said plat. Being sold subject to all conditions, restrictions, easements, and agreements of record affecting same, if any. In fee simple and improved by a modern RANCH-TYPE BUNGALOW. The improvements thereon being known as No. 7560 FAIRMOUNT AVENUE.

IMPROVEMENTS: Each of the ranchers contains 3 bedrooms, bath, living room, dining room, and kitchen. Each cottage contains 2 bedrooms, living room-dining room combination, bath, full basement, unfinished attic.

TERMS AND MANNER OF SALE: Each of the said parcels will be offered first individually, and the bids will be held in reserve, and then all of the said parcels will be offered as an entirety, and they will be sold in the manner producing the greater amount. If sold individually, a cash deposit of $1000 will be required; if sold as an entirety, a cash deposit of $5000 will be required of the purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County in Equity; interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges and expenses, if any, to be adjusted to date of sale.

J. PURDON WRIGHT, Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto., Md.
PL. 2-4868

F-4

The American National Building and Loan Association of Baltimore City

Vs.

Socre Construction Corporation

In The Circuit Court

For

Anne Arundel County
(In Equity)

LIBER 127 PAGE 380

J. Purdon Wright, Solicitor
345 St. Paul Place
Baltimore, Maryland

Trustee's Sale

OF FIVE FEE SIMPLE PARTIALLY AND COMPLETELY FINISHED BRICK AND FRAME COTTAGES AND RANCHERS IN SHIPLEY ANNEX, LINTHICUM HEIGHTS, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity, the undersigned Trustee will sell at public auction on the respective premises at the times hereinafter set forth

On Monday, February 8, 1960

At 3 O'Clock P.M.:

ALL that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: Being known and designated as Lot No. 3, Block A, as shown on Plat No. 1 of Shipley Annex, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage easements as shown on said plat. The property will be sold subject to all conditions, restrictions, easements, and agreements of record affecting same, if any. In fee simple and improved by a partially-completed RANCH-TYPE BUNGALOW.

At 3:15 O'Clock P.M.:

ALL that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: Being known and designated as Lot No. 8, Block C, as shown on Plat No. 1 of Shipley Annex, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage easements as shown on said plat. The property will be sold subject to all conditions, restrictions, easements, and agreements of record affecting same, if any. In fee simple and improved by a partially-completed RANCH-TYPE BUNGALOW. The improvements thereon being known as No. 554 FAIRMOUNT AVENUE.

At 3:30 O'Clock P.M.:

ALL that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: Being known and designated as Lot No. 9, Block C, as shown on Plat No. 1 of Shipley Annex, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage restrictions as shown on said plat. The property will be sold subject to all conditions, restrictions, easements and agreements of record affecting same, if any. In fee simple and improved by a modern CAPE COD COTTAGE. The improvements thereon being known as No. 556 FAIRMOUNT AVENUE.

At 3:45 O'Clock P.M.:

All that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: Being known and designated as Lot No. 10, Block C, as shown on Plat No. 1 of Shipley Annex, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage restrictions as shown on said plat. Being sold subject to all conditions, restrictions, easements, and agreements of record affecting same, if any. In fee simple and improved by a modern CAPE COD COTTAGE. The improvements thereon being known as No. 558 FAIRMOUNT AVENUE.

Auctioneer's Certificate

I hereby certify that I have this 8th day of February, 1960, sold the property described in the attached advertisement of sale at and for the sum of $65,300 to THE KASTEN CONSTRUCTION CO. INC. 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 8th day of February, 1960, purchased the property described in the attached advertisement of sale from J. Purdon Wright, Trustee at and for the sum of $65,300 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

The Kasten Construction Co. Inc.
Purchaser

Milton F. Kasten Pres.
Purchaser

Test:

FILED

1960 FEB 11 AM 10:13

LIBER 127 PAGE 381

At 4 O'Clock P.M.:

All that lot of ground and the improvements thereon, situate in Anne Arundel County and described as follows: being known and designated as Lot No. 11, Block C, as shown on Plat No. 1 of Shipley Annex, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, Folio 8. Subject to drainage restrictions as shown on said plat. Being sold subject to all conditions, restrictions, easements, and agreements of record affecting same, if any. In fee simple and improved by a modern RANCH-TYPE BUNGALOW. The improvements thereon being known as No. 560 FAIRMOUNT AVENUE.

IMPROVEMENTS: Each of the ranchers contains 3 bedrooms, bath, living room, dining room, and kitchen. Each cottage contains 2 bedrooms, living room-dining room combination, bath, full basement, unfinished attic.

TERMS AND MANNER OF SALE: Each of the said parcels will be offered first individually, and the bids will be held in reserve, and then all of the said parcels will be offered as an entirety, and they will be sold in the manner producing the greater amount. If sold individually, a cash deposit of $1000 will be required; if sold as an entirety, a cash deposit of $5000 will be required of the purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County in Equity; interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges and expenses, if any, to be adjusted to date of sale.

J. PURDON WRIGHT, Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto., Md.
PL. 2-4868

F-4

REPORT OF SALE

DOCKET ..... FOLIO .....

CASE No. 13,574

IN EQUITY:

FILED .....

LIBER 127 PAGE 382

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
vs. Complainant

BOONE CONSTRUCTION CORPORATION
a body corporate
5302 Edmondson Avenue
Baltimore 29, Maryland
Defendant

IN THE

Circuit Court ~~No. 2~~

~~FOR~~

ANNE ARUNDEL COUNTY

To The Honorable Judge of the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:
~~Circuit Court No. 2 of Baltimore City:~~

The Report of Sale of J. Purdon Wright

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

five (5) fee simple properties in Shipley Annex known as Lots 8, 9, 10 and 11 Block C and Lot 3 Block A

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

Anne Arundel County

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee J. Purdon Wright did pursuant to said notice on Monday the 8th day of February 19 60 at 3:00 o'clock P.M, attend on the premises and then and there sold the five (5) fee simple properties to The Kasten Construction Co. Inc. a body corporate, 1800 Norfolk Road, Glen Burnie, Maryland, the highest bidder at said sale, at and for the price of $65,300.00.

J. Purdon Wright, Trustee

County

State of Maryland, ~~City~~ of Baltimore, Sct:

I HEREBY CERTIFY, That on this 9th day of February 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared J. Purdon Wright,

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

FILED
1960 FEB 11 AM 10:13

As witness my hand and Notarial Seal,

V. Arline Goodwin, *Notary Public.*

12

17

ORDER NISI

The American National Building and Loan Association of Baltimore City a body corporate

versus

Boone Construction Corporation a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,574 Equity

LIBER 127 PAGE 383

Ordered, this 11th day of February, 19 60, That the sale of the Property in these proceedings mentioned made and reported by J. Purdon Wright, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of March next.

The report states that the amount of sale was $ 65,300.00

George T. Cromwell Clerk.

True Copy,

FILED 1960 FEB 11 AM 10:13

TEST: _____ Clerk.

(Final Order)

The American National Building and Loan Association of Baltimore City a body corporate

versus

Boone Construction Corporation a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 22nd day of March, 19 60 that the sale made and reported by the 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.

V. Bruce Duckett

JUDGE.

FILED

1960 MAR 22 PM 2:13

13

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 384

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 11, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,574

Boone Construction Corp.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of March, 1960. The first insertion being made the 18th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

194

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,574 Equity
THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION of Baltimore City a body corporate
VERSUS
BOONE CONSTRUCTION CORPORATION a body corporate

Ordered this 11th day of February, 1960. That the sale of the Property in these proceedings mentioned made and reported by J. Purdon Wright, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of March next.

The report states that the amount of sale was $65,300.00.

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

FILED

No. M. G. 1960 MAR 15 AM 9:45

14

LIBER 127 PAGE 385

In the Case of

The American National Building and Loan Association of Baltimore City, a body corporate

VS.

Boone Construction Corporation, a body corporate

In the

Circuit Court

For

Anne Arundel County

No. 13,574 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account, in accordance with the Decree of this Court dated May 26, 1960.

All of which is respectfully submitted.

Laura R. Dicklin
Auditor.

June 8, 1960

FILED
1960 JUN 11 AM 11:36

V. 131

In the Case of

Dr. The American National Building and Loan Association of Baltimore City vs. Boone Construction Corporation, a body corporate in ac.

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	1,438	13	1,538	13
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	37	00		
Clerk of Court - final Court costs	15	00		
Shirley M. Miller - Stenographer's fee	7	50		
Auditor - stating first account	36	00		
Auditor - stating second account	54	00		
			169	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	127	76		
Capital-Gazette Press - order nisi (sale	15	00		
Capital-Gazette Press - order nisi (first account)	12	00		
Capital-Gazette Press - order nisi (second account)	12	00		
The Sunpapers - advertising sale	67	10		
U.S. Fidelity & Guaranty Co.-bond premium	270	00		
Alex Cooper - auctioneer's fee	1,491	00		
One-half Federal documentary stamps	72	05		
One-half State documentary stamps	36	02		
Howard J. Scaggs - notary fees	1	00		
V. Arline Goodwin - notary fee		50		
			2,104	43
To Trustee for Taxes, viz:				
1959 State and County taxes	104	26		
1960 State and County taxes - 39 days	46	97	151	23
To Trustee for Benefit Charges, viz:				
1959 water and sewer benefit charges	203	90		
1960 water and sewer benefit charges - 39 days	23	37	227	27
The American National Building & Loan Association of Baltimore City, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	55,725	80		
Interest on principal balance of $54,000.00 from 12/8/59 to 2/8/60, the day of sale - 2 months	557	25	56,283	06
BALANCE FOR DISTRIBUTION - $5,338.93				
Distributed to the following Mechanics Lienors, in accordance with Decree dated 5/26/60, the rate of distribution being .39967944%, viz:				

(1) To Jennings H. Mitchell & Son, Inc.			
Amount of Claim	$685.10		
Interest from 7/24/59 to 2/8/60	22.27		
Court costs	9.00		
	716.37	286 32	
(2) To Gore W. Hook -			
Amount of Claim	$ 951.50		
Interest from 7/25/59 to 2/8/60	30.77		
Court costs	7.00		
	$ 989.27	395 39	
(3) To Robert S. Green, Inc. -			
Amount of Claim	$ 529.90		
Interest from 5/28/59 to 2/8/60	22.17		
Court costs	11.50		
	$ 563.57	225 25	
(4) To Robert S. Green, Inc. -			
Amount of Claim	$ 287.09		
Interest from 5/21/59 to 2/8/60	12.34		
Court costs	9.50		
	$ 308.93	123 47	
To			
(5) The Hughes Lumber Co. -			
Amount of Claim	$1,519.58		
Interest from 9/10/59 to 2/8/60	37.74		
Court costs	28.50		
	$1,585.82	633 82	
(6) To The Hughes Lumber Co.-			
Amount of Claim	$2,216.53		
Interest from 9/29/59 to 2/8/60	48.02		
Court costs	14.50		
	$2,279.05	910 89	
(7) To The Hughes Lumber Co. -			
Amount of Claim	$ 4,339.92		
Interest from 10/14/59 to 2/8/60	83.19		
Court costs	11.00		
	$ 5,306.61	1,772 22	
(8) To The Hughes Lumber Co.-			
Amount of Claim	$ 2,403.83		
Interest from 10/14/59 to 2/8/60	46.08		
Court costs	31.00		
	$ 2,480.91	991 57	5,338 93
			65,812 55

with J. Purdon Wright, Trustee Cr.

1960				
Feb.	8	Proceeds of Sale	65,300 00	
		Interest on deferred payment of $60,300.00 to 3/31/60	512 55	65,812 55
				65,812 55

LIBER 127 PAGE 389

ORDER NISI

The American National Building and Loan Association of Baltimore City

VERSUS

Boone Construction Corporation, a body corporate

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,574 Equity.

FILED 1960 JUN 11 AM 11:36

SECOND ORDERED, This 11th day of June, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of July next.

[signature]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of July, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

[signature]

1. As limited by Court's order of 7/22/60

FILED 1960 JULY 23 AM 11:03

128

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 390

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,574

Second Auditor Account

Boone Construction 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 18th day of July, 1960. The first insertion being made the 16th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By: H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,574 Equity
The American National Building and Loan Association of Baltimore City

versus

Boone Construction Corporation, a body corporate

Ordered, this 11th day of June, 1960, That the SECOND Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of July next.

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

FILED
1960 JUL -8 PM 1:50

No. M. G. _____

19

8 135

LIBER 127 PAGE 391

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
BOONE CONSTRUCTION CORPORATION	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY: Case # 13574

PETITION OF TRUSTEE

The Petition of J. Purdon Wright, Trustee herein, respectfully represents:

1. That heretofore on or about June 8, 1960, the Auditor herein stated her Second Report and Account in the above entitled mortgage foreclosure case and on July 22, 1960, this Honorable Court passed an Order herein ratifying and confirming so much of said Second Auditor's Account which audited and distributed the first mortgage claim and all costs and expenses of the foreclosure proceedings to the date of filing said Second Auditor's account and ordered the trustee herein to hold the surplus of $5,338.93 as established by said Auditor's Account, pending the disposition of the Appeal by the Second Mortgage Claimant, Laura S. Roberts, to the Court of Appeals of Maryland (September Term 1960, Case #227).

2. That Your Petitioner has been advised that the said Laura S. Roberts has dismissed her said Appeal and that, consequently, the balance of said Second Auditor's Account which allocates the said surplus among the various claimants entitled thereto can now be finally ratified and confirmed as stated.

3. That as evidenced by the consents appended hereto, The Hughes Lumber Company has agreed to pay all Court Costs which have accrued in these proceedings since the statement of said Second Auditor's Account, and all parties in interest have consented to the passage of the Order hereinafter prayed.

FILED

1960 DEC 28 AM 9:41

20

WHEREFORE, Your Petitioner prays this Honorable Court to pass an Order in the premises finally ratifying and confirming the balance of said said Second Auditor's Account and authorizing and directing Your Petitioner to pay all Court Costs accruing in these proceedings since the filing of said Second Auditor's Account, out of the amount audited to The Hughes Lumber Co. on account of its claim herein.

AND, AS IN DUTY BOUND, etc.

J. Purdon Wright

J. Purdon Wright, Trustee - Petitioner
345 St. Paul Place
Baltimore 2, Maryland
LE 9-1789

21

THE AMERICAN NATIONAL BULLDING AND LOAN ASSOCIATION OF BALTIMORE CITY

vs

BOONE CONSTRUCTION CORPORATION

: IN THE

: CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

:IN EQUITY:
Case # 13574

---+---

ORDER

Upon the aforegoing Petition and consents of all parties in interest appended hereto, it is this 28th day of December, 1960, by the Circuit Court of Anne Arundel County

ORDERED and DECREED that the Second Auditor's Account heretofore filed herein be and the same is hereby finally ratified and confirmed as filed,

AND, IT IS FURTHER ORDERED and DECREED that all Court Costs in this proceeding be paid by the trustee out of the share audited to The Hughes Lumber Co. by the said Second Auditor's Account.

O. Bowie Duckett
Judge

The undersigned, being all the parties having any claim to the surplus now in the hands of the trustee herein, hereby consent to the passage of the above Order as prayed.

JENNINGS H. MITCHELL & SON, INC.

BY: Edward Pierson
Edward Pierson

Aaron Margolis - Solicitors for
Jennings H. Mitchell & Son, Inc.
34 Central Savings Bank Bldg. (2)
SA 7-7733

GORE W. HOOK

BY: Edward Pierson
Edward Pierson

Aaron Margolis - Solicitors for
Gore W. Hook - 34 Central
Savings Bank Building (2)
SA 7-7733

ROBERT S. GREEN, INC.

BY: Samuel S. Sapero
Samuel S. Sapero - Solicitor for
Robert S. Green, Inc.
637 Equitable Building (2)
MU 5-4797

FILED

1960 DEC 28 PM 3:45

THE HUGHES LUMBER CO.

BY: Charles F. Stein, Jr.
Charles F. Stein, Jr.

George Washington Williams
George Washington Williams
Solicitors for Hughes Lumber Co.
231 St. Paul Place (2)
PL 2-0073

LAURA S. ROBERTS

BY: V. Stephen Lassotovitch
V. Stephen Lassotovitch

Sweetser Linthicum
Sweetser Linthicum
Solicitors for Laura S. Roberts
405 Title Building (2)
PL 2-6273

LIBER 127 PAGE 395

IN THE MATTER	*	
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RODGER C. STEARLING, Unmarried	*	ANNE ARUNDEL COUNTY
and		
EDNA M. STEARLING, Widow	*	EQUITY NO. 13.913

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

MR. CLERK:

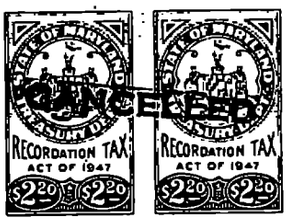
Please docket this case and file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, Atty.

Samuel M. Ivrey
Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 AUG -5 PM 2:31



Form No. 1—County Fee

13,913
Equity

This Mortgage, made this 22nd day of April ,

in the year one thousand nine hundred and Fifty-five , between

RODGER C. STEARLING, unmarried and EDNA M. STEARLING, Widow of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to RODGER C. STEARLING, unmarried and EDNA M. STEARLING, Widow

the sum of Four Thousand and 00/100 ($4,000.00)----------dollars,

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

By the payment of Thirty-three and 76/100 ($33.76)----------

dollars plus one-twelfth of the annual taxes, ~~water rents~~, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that six months interest may be charged on prepayments in any one year which exceed twenty per cent of the original amount of the loan. ls or ount

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said RODGER C. STEARLING, unmarried and EDNA M. STEARLING, Widow

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot , piece , or parcel of ground situate, lying and being in the Seventh election district of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING at the Southeast corner of the property formerly known as the Tracy Randall place, which place was transferred to Melvin W. Stearling and by him to Edna Mae Stearling on February 17, 1943, the latter transfer being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, folio 493, run in a Northwesterly direction and with the said Edna Mae Stearling Lot 186 feet to the County Road leading from Deale to Cedar Point, thence southwesterly with said road 115.5 feet, thence Southeasterly 196 feet, thence Northeasterly to the place of beginning.

FILED
1960 AUG -5 PM 2:31

2

BEING the same property conveyed to Rodger C. Stearling, Ethel Mae Stearling and Edna Mae Stearling, as Joint Tenants, by deed from George E. Rullman, Trustee, dated August 9, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 583, folio 525. See deed from Roger C. Stearling and Ethel M. Stearling, his wife, to Louis M. Strauss, Trustee, dated December 28, 1954 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto. Also see deed from Louis M. Strauss, Trustee, to Roger C. Stearling dated December 28, 1954 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, however, to pole agreement of record.

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

And the said mortgagor(s) RODGER C. STEARLING, unmarried and EDNA M. STEARLING, Widow for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Rodger C. Stearling (SEAL)
Rodger C. Stearling

(SEAL)
Edna M. Stearling

(SEAL)

Edna M. Stearling (SEAL)

LIBER 920 PAGE 196

State of Maryland, Anne Arundel County, to wit: LIBER 127 PAGE 399

I HEREBY CERTIFY, that on this 22nd day of April

in the year one thousand nine hundred and Fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

RODGER C. STEARLING, unmarried and EDNA M. STEARLING, Widow, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President

of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey; Notary Public.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My commission expires on

May 2, 1955

Recorded-22nd-April-1955-at-2:05-P.M.

FILE IN Equity No. #207

Mortgage

FROM

RODGER C. STEARLING, unmarried

and EDNA M. STEARLING, Widow, Joint Tenants

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Parcel of land and imps.
Property Deale 7th El. Dist.
A. A. Co., Md.

Received for record 22 Apr. 1955
19 55 at 2-05 o'clock P. M.
Same day recorded in Liber 920
No. 920 folio 193 &c. one of
the Land Records of Anne Arundel County
and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record $ 5.00 Pd.
Stamps $4.40

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Attorney named in the Mortgage, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 25th day of July, 1958.

ATTEST: [illegible] SEAL

Enterprise Federal Savings and Loan Association

by R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

Property:

Description approved

Execution approved

LIBER 127 PAGE 400

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

IN THE MATTER	*	
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RODGER C. STEARLING, Unmarried	*	ANNE ARUNDEL COUNTY
and		
EDNA M. STEARLING, Widow	*	EQUITY NO. 13,913

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

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 Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association) and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

1. said defendants 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.

Samuel M. Ivrey
Affiant

Subscribed and sworn to before me this 4th day of Aug., 1960.

Nancy A. Carpenter
Nancy A. Carpenter - Notary Public
Commission Expires: May 1, 1961.

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 AUG -5 PM 2:31

4

LIBER 127 PAGE 401

IN THE MATTER	*	
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RODGER C. STEARLING, Unmarried and EDNA M. STEARLING, Widow	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 13,913

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association), Annapolis, Maryland, under Mortgage to the said Association from Rodger C. Stearling, unmarried, and Edna M. Stearling, Widow, dated April 22nd, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 920, folio 193, said Mortgage being in default.

Balance due through July 31, 1960	$3,219.86
Interest to August 31, 1960	16.06
	$3,235.92

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 4th day of Aug., 1960, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. GARDINER CHANEY, President of ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION (formerly Enterprise Federal Savings and Loan Association), a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on the Mortgage claim described herein, and that the said Association has not received any security or any satisfaction therefore other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

My Commission Expires: May 1, 1961.

Nancy S. Carpenter - Notary Public

FILED

1960 AUG -5 PM 2:31

7

LIBER 127 PAGE 402
LIBER 10 PAGE 350

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity #13,913 ~~13,911~~

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Five Hundred Dollars ($4,500.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of August , 19 60.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Rodger C. Stearling and Edna M. Stearling bearing date on or about the 22nd day of April , 19 55, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle

Ethel M. Carle

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 31st day of August, 1960

George T. Cromwell, Clerk

FILED

1960 AUG 31 AM 10:51

8

GEORGE W. SCIBLE
[redacted] - - - - - - - - - - - - - - - - Auctioneer

LIBER 127 PAGE 403

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

DEALE, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Rodger C. Stearling, Unmarried, and Edna M. Stearling, Widow, dated April 22nd, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 920, folio 193, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Courthouse door, Annapolis, Maryland, on

Wednesday, August 31, 1960

AT 11 O'CLOCK A. M.

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

BEGINNING at the Southeast corner of the property formerly known as the Tracy Randall place, which place was transferred to Melvin W. Stearling and by him to Edna Mae Stearling on February 17, 1943, the latter transfer being recorded among the Land Records of Anne Arundel County in Liber J.H.H. 273, folio 493, run in a Northwesterly direction and with the said Edna Mae Stearling Lot 186 feet to the County Road leading from Deale to Cedar Point, thence southwesterly with said road 115.5 feet, thence Southeasterly 196 feet, thence Northeasterly to the place of beginning.

BEING the same property conveyed to Rodger C. Stearling, Ethel Mae Stearling and Edna Mae Stearling, as Joint Tenants, by Deed from George E. Rullman, Trustee, dated August 9, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 583, folio 525. See Deed from Rodger C. Stearling and Ethel M. Stearling, his wife, to Louis M. Strauss, Trustee, dated December 28, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 920, folio 189. See also deed from Louis M. Strauss, Trustee, to Rodger C. Stearling dated December 28, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 920, folio 191.

This property is improved by a block and frame dwelling containing 4 rooms and a bath, with an oil space heater, and a two-car garage.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale.

For further particulars, apply to:

SAMUEL M. IVREY, ATTORNEY
144 Gloucester Street
Annapolis, Maryland

FILED
1960 SEP -8 PM 12:55

9

I, We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 4,250.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 31st day of August, 1960.

WITNESS:

Samuel M. Irver.

Louis H. Hall Sr. (SEAL)

I hereby certify that I sold property described on the reverse side of this handbill to LOUIS H. HALL, SR. & MARY L. HALL at and for the price of $ 4,250.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 31st day of August, 1960.

WITNESS:

Samuel M. Irver.

[signature] (SEAL)
Auctioneer

FILED
1960 SEP -8 PM 12:55

10

LIBER 127 PAGE 405

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
RODGER C. STEARLING, Unmarried and EDNA M. STEARLING, Widow	*	EQUITY NO. 13931 913

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety which was duly approved and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Wednesday, August 31, 1960, at 11 o'clock A. M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL THAT LOT OF GROUND situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows: BEGINNING at the southeast corner of the property formerly known as the Tracy Randall place, which place was transferred to Melvin W. Stearling and by him to Edna Mae Stearling on February 17, 1943, the latter transfer being recorded among the Land Records of Anne Arundel County in Liber JHH 273, folio 493, run in a northwesterly direction and with the said Edna Mae Stearling Lot 186 feet to the County Road leading from Deale to Cedar Point; thence southwesterly with said road 115.5 feet; thence southeasterly 196 feet; thence northeasterly to the place of beginning.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 SEP -8 PM 12:55

11

BEING the same property conveyed to Rodger C. Stearling, Ethel Mae Stearling and Edna Mae Stearling, as Joint Tenants, by Deed from George E. Rullman, Trustee, dated August 9, 1950, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 583, folio 525. See Deed from Rodger C. Stearling and Ethel M. Stearling, his wife, to Louis M. Strauss, Trustee, dated December 28, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 920, folio 189. See also deed from Louis M. Strauss, Trustee, to Rodger C. Stearling, dated December 28, 1954, and recorded among the aforesaid Land Records in Liber JHH No. 920, folio 191.

Said property being sold to Louis H. Hall, Sr. and Mary L. Hall, his wife, at and for the sum of Four Thousand Two Hundred Fifty and NO/100 ($4,250.00) Dollars, they being at that price then and there the highest bidders therefore.

The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey,
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 8th day of September, 1960, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, 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 said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: May 1, 1961.

Nancy S. Carpenter - Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

ORDER NISI

LIBER 127 PAGE 407

In The Matter of the Mortgaged Real Estate of Rodger C. Stearling, Unmarried and Edna M. Stearling, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,913 Equity

Ordered, this 8th day of September, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of October next.

The report states that the amount of sale was $ 4,250.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 SEP - 8 PM 12:55

TEST: Clerk.

(Final Order)

In The Matter of the Mortgaged Real Estate of Rodger C. Stearling, Unmarried and Edna M. Stearling, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of October, 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 OCT 14 PM 3:00

13

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Deale
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from Rodger C. Stearling, Unmarried, and Edna M. Stearling, Widown, dated April 22nd, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 920, folio 193, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Courthouse Door, Annapolis, Maryland, on

Wed., August 31, 1960 at 11 o'clock A. M.

ALL THAT LOT OF GROUND situate lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows: BEGINNING at the Southeast corner of the property formerly known as the Tracy Randall place, which place was transferred to Melvin W. Stearling and by him to Edna Mae Stearling on February 17, 1943, the latter transfer being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, folio 493, run in a Northwesterly direction and with the said Edna Mae Stearling Lot 186 feet to the County Road leading from Deale to Cedar Point, thence southwesterly, to the place of beginning.

BEING the same property conveyed to Rodger C. Stearling, Ethel Mae Stearling and Edna Mae Stearling, as Joint Tenants, by Deed from George E. Rullman, Trustee, dated August 9, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 583, folio 525. See Deed from Rodger C. Stearling and Ethel M. Stearling, his wife, to Louise M. Strauss, Trustee, dated December 28, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 920, folio 189. See also deed from Louis M. Strauss, Trustee, to Rodger C. Stearling dated December 28, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 920, folio 191.

This property is improved by a block and frame dwelling containing four rooms and a bath, with an oil space heater, and a two car garage.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale.

For further particulars, apply to:

SAMUEL M. IVREY, Attorney
144 Gloucester Street
Annapolis, Maryland
Robert H. Campbell
Auctioneer

A-27

No.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 408

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1960

We hereby certify, that the annexed

Attorney's Sale

Rodger C. Sterling

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 SEP 13 PM 1:35

By H. Tilghman

14

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 409

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,913 Equity
In The Matter of the Mortgaged Real Estate of
RODGER C. STEARLING, Unmarried and
EDNA M. STEARLING, Widow

Ordered, this 8th day of September, 1960, That the sale of the Property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of October next.

The report states that the amount of sale was $4,250.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
0-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1960

We hereby certify, that the annexed Order Nisi - Sale Eq 13,913 Rodger C Sterling

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of October, 1960. The first insertion being made the 10th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 17023

1960 OCT 11 AM 10 33

H. Tilghman

15

LIBER 127 PAGE 410

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Rodger C. Stearling, Unmarried
and
Edna M. Stearling, Widow

In the

Circuit Court

For

Anne Arundel County

No. 13,913 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. Schilling
Auditor.

November 14, 1960

FILED

1960 NOV 16 PM 4:00

16

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Rodger C. Stearling, Unmarried and Edna M. Stearling, Widow

To Attorney for Fee, viz:	35 00		
To Attorney for Commissions, viz:	158 59	193	59
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	29 25		
Auditor - stating this account	18 00	57	25
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	78 76		
Capital-Gazette Press - order nisi (sale)	15 00		
Capital-Gazette Press - order nisi (acct)	12 00		
Speer Publications, Inc. - handbills	13 18		
Globe Indemnity Co. - bond premium	18 00		
George W. Scible - auctioneer's fee	30 00		
One-half Federal documentary Stamps	2 48		
One-half State documentary stamps	4 95		
Nancy S. Carpenter - notary fees	1 50	175	87
To Attorney for Taxes, viz: 1960 State and County taxes and interest ($58.17) - 8 months	39 51	39	51
To Annapolis Federal Savings & Loan Ass'n (formerly Enterprise Federal Savings & Loan Ass'n), mortgagee - in full for mortgage claim, viz:			
Amount of claim filed $ 3,235.92			
Interest @ 6% on principal balance of $3,219.86 from 8/31/60 to 12/16/60 - 3 months 16 days 56.88	3,292 80	3,292	80
To Time Finance Company of Brooklyn, Inc., second mortgagee - in full for claim filed (Order 9/7/60)	440 00	440	00
To Rodger C. Stearling, unmarried, and Edna M. Stearling, widow, mortgagors - this balance	87 39	87	39
		4,286	41

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1960				
Aug.	31	Proceeds of Sale	4,250 00	
		Interest on deferred payment of $3,825.00 to 10/27/60	36 41	4,286 41
			4,286 41	

LIBER 127 PAGE 413

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~XXXXXX~~

Rodger C. Stearling, Unamrried

and

Edna M. Stearling, Widow

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,913 Equity.

ORDERED, This 16th day of November, 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 21st day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of December, next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of December, 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 DEC 22 PM 12:57

D Boone Duckett

19

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 414

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,913 Equity
In the Matter of the Mortgaged Real Estate of
RODGER C. STEARLING, Unmarried and
EDNA M. STEARLING, Widow

Ordered, this 16th day of November, 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 21st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of December next.

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

D-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,913

Auditor Account

Rodger C. Stearling

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 21st day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 17 DEC -9 PM 3:08

20

LIBER 127 PAGE 415

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HERBERT JAMES GRAY, JR., AND MARGIE V. GRAY, HIS WIFE	:	(In Equity) No. 13,928 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 Herbert James Gray, Jr. and Margie V. Gray, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 144.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED

1960 AUG 18 AM 9:06

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 1166 PAGE 144

MARYLAND

LIBER 1271 PAGE 416

No. 13,928 Equity

MORTGAGE

THIS MORTGAGE, made this 13th day of November, A. D. 19 57, by and between HERBERT JAMES GRAY, JR. and MARGIE V. GRAY, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND SIX HUNDRED AND 00/100ths Dollars ($ 14,600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-THREE and 98/100ths Dollars ($ 73.98), commencing on the first day of January, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the ~~XXXXXXXXXX~~ November 12, 1987 ~~XXXX~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 7, Block E, as laid out and shown on plat entitled "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 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 which was granted and conveyed by Old Orems Building and Development Corporation unto the within named Mortgagors.

FILED

1960 AUG 18 AM 9:06

* 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:

Norge Washer
Norge Dryer
Norge Refrigerator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

John R. Holland Jr.
JOHN R. HOLLAND, JR.

Herbert James Gray Jr. [SEAL]
HERBERT JAMES GRAY, JR.

[SEAL]

Margie V. Gray [SEAL]
MARGIE V. GRAY

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 13th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City, State aforesaid, personally appeared Herbert James Gray, Jr. and Margie V. Gray, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

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

45961
D.H.

Approved by ..... Ready for record .....

Rec'd for record Nov. 14 1957 at 12:45 P.M.
Mailed to The Colonial Title Guarantee Co.

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

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

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

HERBERT JAMES GRAY, JR., AND
MARGIE V. GRAY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

No. 13,928 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of August 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 Herbert James Gray, Jr., and Margie V. Gray, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1960 AUG 18 AM 9:06

6

WALTER S. CALWELL, LIBER 127 PAGE 421 IN THE

Attorney Named in Mortgage CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

HERBERT JAMES GRAY, JR., AND

MARGIE V. GRAY, HIS WIFE

No. 13,928 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Herbert James Gray, Jr., and Margie V. Gray, his wife

to Baltimore Federal Savings and Loan Association

dated the 13th day of November 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 Folio 144 .

Amount of Mortgage	$14,600.00
Less - amount paid on principal	293.04
	14,306.96 ✓
Plus - interest to 9/8/60	443.52
	14,750.48
Plus - overdraft in expense account	51.40
	14,801.88

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 16th day of August 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

Notary 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 AUG 18 AM 9:06

Clara M. Link

Clara M. Link Notary Public

7

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

LIBER 10 PAGE 377

LIBER 127 PAGE 422

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

315570

Equity No. 13,928

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

FOURTEEN THOUSAND, NINE HUNDRED AND 00/100 ($14,900.00) - - - - - 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 26th - - - - - - - - - - - - - - - - - -

day of September - - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Herbert James Gray Jr. and Margie V. Gray his wife to the Baltimore Federal Savings and Loan Association

bearing date the 13th day of November nineteen hundred and fifty-seven

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1166, Folio 144, and

Lot #7 Block "E" Blossom Hills, Anne Arundel Co Md.

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

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

~~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. Linch
~~Attest~~ As to Surety:

W. S. Kraus
M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H. H. Nichols Attorney-in-fact

FILED
SEP 1886 AM 9:46

Bond approved this 28th day of Sept 1960

George T. Cromwell Clerk

8

LIBER 127 PAGE 423

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HERBERT JAMES GRAY, JR., AND MARGIE V. GRAY, HIS WIFE	:	(In Equity)

No. 13,928 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 144 from said Herbert James Gray, Jr., and Margie V. Gray, 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 28th day of September, ~~xx~~ 1960 at 3.20 P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known as Lot No. 7, Block E, as laid down and shown on Plat entitled "Blossom Hills, Section 1 Amended and Section 2" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, the improvements whereon are known as No. 4103 Arundel Court; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 SEP 30 AM 9:49

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 Herbert James Gray, Jr., and Margie V. Gray, his wife to Baltimore Federal Saving and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 144 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday,
September 28, 1960
at 3:20 P.M. (E.D.T.)

All that fee simple lot of ground 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. 7, Block E, as laid out and shown on plat entitled "Blossom Hills, Section 1 Amended and Section 2," dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37.

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 new detached, frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, built in garage and utility room, forced warm air oil fired heat, known as No. 4103 Arundel Court located on southerly side of Arundel Court, 2nd house from Dupont Avenue.

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 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

S-22

LIBER 127 PAGE 424

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 Thirteen Thousand five Hundred ($13,500.00) 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 **29th** day of **September, 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

ORDER NISI

LIBER 127 PAGE 425

Walter S. Calwell,

Attorney Named in Mortgage

versus

Herbert James Gray, Jr., and

Margie V. Gray, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,928 Equity

Ordered, this 30th day of September, 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 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.

The report states that the amount of sale was $ 13,500.00

True Copy,

George T. Cromwell Clerk.

FILED
1960 SEP 30 AM 9:49

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,

Attorney Named in Mortgage

versus

Herbert James Gray, Jr., and

Margie V. Gray, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of November, 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 NOV -9 PM 12:30

11

CALLAHAN and CALWELL
Solicitors
Baltimore Federal ding
Baltimore 2, M...

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Herbert James Gray, Jr., and Margie V. Gray, his wife to Baltimore Federal Saving and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 144 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday,
September 28, 1960
at 3:20 P.M. (E.D.T.)

All that fee simple lot of ground 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. 7, Block E, as laid out and shown on plat entitled "Blossom Hills, Section 1 Amended and ction 2," dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37.

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 new detached, frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, built in garage and utility room, forced warm air oil fired heat, known as No. 4103 Arundel Court located on southerly side of Arundel Court, 2nd house from Dupont Avenue.

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 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 S-22

No. M...

OFFIC... OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

...MBER 127 PAGE 426

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed

Attorney's Sale

Herbert James Gray, Jr.
Equity No. 13,928

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of September, 1960. The first insertion being made the 1st day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
OCT -6 AM 9:34

By H. O'Tilghman

12

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 421

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,928 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
HERBERT JAMES GRAY, JR., and
MARGIE V. GRAY, His Wife

Ordered, this 30th day of September, 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 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.

The report states that the amount of sale was $13,500.00.

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 Sale

Eq 13,928

Herbert James Gray, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of November, 1960. The first insertion being made the 6th day of October, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12434 1960 NOV -4 PM 1:54 By H. Tilghman

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Herbert James Gray, Jr.,
and
Margie V. Gray, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,928 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

November 22, 1960

FILED
1960 NOV 29 AM 11:19

14

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Herbert James in ac.
Gray, Jr., and Margie V. Gray, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	437	98	487	98
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	59	60		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	7	42		
One-half State documentary stamps	14	85		
Clara M. Link - notary fees	1	25	211	64
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,897	46	12,897	46
			13,653	08
Amount of mortgage claim filed	14,801	88		
Intereat @ 4½% on principal balance of $14,306.96 from 9/8/60 to 1/2/61 - 3 months 26 days	205	67		
	15,007	55		
Cr. Amount allowed above	12,897	46		
Balance subject to decree in personam	2,110	09		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1960						
Sept.	28	Proceeds of Sale	13,500	00		
		Interest on deferred payment to 11/11/60	99	20	13,599	20
		Refund 1960 State and County taxes ($208.55) - 3 months 2 days	53	88	53	88
					13,653	08

ORDER NISI

LIBER 127 PAGE 431

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Herbert James Gray, Jr.,

and

Margie V. Gray, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,928 Equity.

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

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of January, 1961, 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 29 AM 11:19

1961 JAN -4 PM 3:30

O. Bruce Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 432

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,928.

Auditor Account

Herbert James Gray, 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 3rd day of January, 1961. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,928 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
HERBERT JAMES GRAY, JR.,
and
MARGIE V. GRAY, his wife

Ordered, this 29th day of November, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

GEORGE T. CROMWELL, Clerk.
True Copy, Test:
GEORGE T. CROMWELL, Clerk.
D-15

FILED

No. 13928 DEC 31 AM 11:49

LIBER 127 PAGE 433

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM KYLE KRAMPF AND MARIE HELEN KRAMPF, HIS WIFE	:	(In Equity) No. 13,937

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 William Kyle Krampf and Marie Helen Krampf, his wife to Baltimore Federal Savings and Loan Association, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1145 folio 440.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED

1960 AUG 23 AM 10:02

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 1145 PAGE 440

MARYLAND

Equity No. 13,937

LIBER 127 PAGE 434

MORTGAGE

THIS MORTGAGE, made this 16th day of August, A. D. 1957, by and between

WILLIAM KYLE KRAMPF and MARIE HELEN KRAMPF, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND FOUR HUNDRED TWENTY-~~FIVE and 00~~/100ths Dollars ($ 14,425.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-three and 9/100ths Dollars ($ 73.09), 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 first day of~~ August 15, 1987, ~~is~~. 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. 11, Block G, as shown on plat "Blossom Hills, Section 1, Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Old Orem's Building and Development Corporation unto the within named Mortgagors.

FILED

1960 AUG 23 AM 10:02

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

16—49890-8

2

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

Washer	$140.00
Dryer	$135.00
Refrigerator	$200.00

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

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

LIBER 1145 PAGE 442

LIBER 127 PAGE 430

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($50.00) Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

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

William Kyle Krampf [SEAL]
WILLIAM KYLE KRAMPF

[SEAL]

Marie Helen Krampf [SEAL]
MARIE HELEN KRAMPF

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1145 PAGE 444

I HEREBY CERTIFY, That on this 16th day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared William Kyle Krampf and Marie Helen Krampf, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

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

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

Application No. ____
Written by ____
Approved by ____ Examiner
Ready for Record ____

Rec'd for record Aug 23, 1957 at 1:46 P.M.
Mailed to The Colonial Title Guarantee

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
WILLIAM KYLE KRAMPF AND
MARIE HELEN KRAMPF, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

MILITARY AFFIDAVIT

Docket 19 folio 103

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of August 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 **William Kyle Krampf and Marie Helen Krampf, his wife** against whom foreclosure proceedings instituted not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED
1960 AUG 23 AM 10:02

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM KYLE KRAMPF AND

MARIE HELEN KRAMPF, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 13,927

LIBER 127 PAGE 439

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **William Kyle Krampf and Marie Helen Krampf, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **16th** day of **August** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1145** Folio **440** .

Amount of Mortgage	**$14,425.00**
Less - amount paid on principal	579.65
	13,845.35
Plus - interest to 9/13/60	385.93
	14,231.28
Plus - overdraft in expense account	114.73
	14,346.01

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **22nd** day of **July** 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 AUG 23 AM 10:02

Clara M. Link

Clara M. Link Notary Public

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

LIBER 10 PAGE 378

1-369

315569

LIBER 127 PAGE 440

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 13,937

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

FOURTEEN THOUSAND, FOUR HUNDRED AND 00/100 ($14,400.00) - - - - - - - - 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 26th - - - - - - - - - - - - - - - - - -

day of September - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William Kyle Krampf and Marie Helen Krampf his wife to the Baltimore Federal Savings and Loan Association

bearing date the 16th day of August nineteen hundred and fifty-seven

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1145, Folio 440, and

Lot No. 11 Block "G" Blossom Hills, Anne Arundel Co.Md.

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

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Frick

~~Attest~~ As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED

SEP 28 AM 9:46

Bond approved this 28th day of ~~September 1960~~ 1960

George T. Cromwell, Clerk

8

LIBER 127 PAGE 441

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM KYLE KRAMPF AND MARIE HELEN KRAMPF, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

No. 13,937 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1145 folio 440** from said **William Kyle Krampf and Marie Helen Krampf, 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 **28th** day of **September,** ~~xt~~ **1960 at 3.10 P.M. (E.D.T.)** attend on the premises and then and there sold the **fee simple** property situate, lying and being in **Anne Arundel** County

being known as Lot No. 11, Block G, as shown on Plat entitled "Blossom Hills, Section 1 Amended and Section 2" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, the improvements whereon are known as No. 4302 Belle of Georgia Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 SEP 30 AM 9:49

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 William Kyle Krampf and Marie Helen Krampf his wife to Baltimore Federal Savings and Loan Association, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1145 folio 440 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Sept. 28, 1960
at 3:10 P.M. (E.D.T.)

All that fee simple lot of ground 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. 11, Block G, as shown on plat "Blossom Hills, Section 1, Amended and Section 2, dated May 1955 by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

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 new detached frame bungalow, containing 5 rooms, 1 bath, built-in garage and utility room, forced warm air oil fired heat, known as 4302 Belle of Georgia Avenue — located on the northerly side of Belle of Georgia Avenue westerly from County Road.

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 County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary Dsitrict charges, if any and all other assessments and public charges to be adjusted to date of sale.

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

S-22

LIBER 127 PAGE 442

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 Thirteen Thousand five Hundred ($13,500.00) 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 **29th** day of **September, 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 127 PAGE 443

Walter S. Calwell,
Attorney Named in Mortgage

versus

William Kyle Krampf and
Marie Helen Krampf, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,937 Equity

Ordered, this 30th day of September, 19 60, That the sale of the Property in these proceeding mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

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

The report states that the amount of sale was $13,500.00

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

FILED
1960 SEP 30 AM 9:49

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

William Kyle Krampf and
Marie Helen Krampf, His Wife

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

ORDERED BY THE COURT, This 9th day of November, 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 NOV -9 PM 12:29

//

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Br[illegible]g
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 William Kyle Krampf and Marie Helen Krampf his wife to Baltimore Federal Savings and Loan Association, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel Couunty in Liber G.T.C. No. 1145 folio 440 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Sept. 28, 1960 at 3:10 P.M. (E.D.T.)

All that fee simple lot of ground 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. 11, Block G, as shown on plat "Blossom Hills, Section 1, Amended and Section 2, dated May 1955 by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privleges, 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 new detached frame bungalow, containing 5 rooms, 1 bath, built-in garage and utility room, forced warm air oil fired heat, known as 4302 Belle of Georgia Avenue — located on the northerly side of Belle of Georgia Avenue westerly from County Road.

No. M

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 County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary Dsitrict charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named In Mortgage
E. T. NEWELL & CO., INC.
Auctioneer S-22

OFFICE F

Maryland Gazette

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

LIBER 127 PAGE 444

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed Attorney's Sale William Kyle Krampf Equity No 13,937

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of September, 1960. The first insertion being made the 1st day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 OCT -6 AM 9:34

By H. Tilghman

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 443

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,937 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
WILLIAM KYLE KRAMPF and MARIE HELEN KRAMPF, His Wife

Ordered, this 30th day of September, 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 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.

The report states that the amount of sale was $13,500.00.

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 Sale

Eq. 13,937

William Kyle Krampf

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of November, 1960. The first insertion being made the 6th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 NOV -4 PM 1:54

No. M. G. 17435 By H. Tilghmans

13

LIBER 127 PAGE 446

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
William Kyle Krampf
and
Marie Helen Krampf, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,937 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. Barkley
Auditor.

November 23, 1960

FILED
1960 NOV 29 AM 11:43

14

Dr. Walter S. Calwell, Attorney named in Mortgage vs. William Kyle in ac.
Krampf and Marie Helen Krampf, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	437	98	487	98
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	57	60		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	7	42		
One-half State documentary stamps	14	85		
Clara M. Link - notary fees	1	25	209	64
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,899	46	12,899	46
			13,653	08
Amount of mortgage claim filed	14,346	01		
Interest @ 4½% on principal balance of $13,845.35 from 9/13/60 to 1/2/61 - 3 months 20 days	190	37		
	14,536	38		
Cr. Amount allowed above	12,899	46		
Balance subject to decree in personam	1,636	92		

15

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

1960							
Sept.	28	Proceeds of Sale	13,500	00			
		Interest on deferred payment to 11/11/60	99	20	13,599	20	
		Refund 1960 State and County taxes ($208.55) - 3 months 2 days	53	88	53	88	
					13,653	08	

ORDER NISI

LIBER 127 PAGE 449

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

William Kyle Krampf

and

Marie Helen Krampf, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,937 Equity.

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

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of January, 19 61, 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 29 PM 11:43

1961 JAN -4 PM 3:30

D. Bowie Duckett

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CLERK'S FILE 127 PAGE 450

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,937 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
WILLIAM KYLE KRAMPF and MARIE HELEN KRAMPF,
his wife

Ordered, this 29th day of November, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

GEORGE T. CROMWELL, Clerk.
True Copy, Test:
GEORGE T. CROMWELL, Clerk.
D-15

FILED

NOV 30 1960

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,937
Auditor Account.

William Kyle Krampf

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 January, 1961. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

18

LIBER 127 PAGE 451

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE EARL CONLEY AND ANNA G. CONLEY, HIS WIFE	:	(In Equity) 13.924

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit "A" -

1. Original Mortgage from said George Earl Conley and Anna G. Conley, his wife to Baltimore Federal Savings and Loan Association, dated August 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1320 folio 233.

Walter S. Calwell,
Attorney Named in Moftgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED
1960 AUG 16 AM 9:35

City and County Form.

LIBER 127 PAGE 452

BOOK 1320 PAGE 233

13-923
Equity

This Mortgage, Made this 5th day of August, in the year one thousand, nine hundred and fifty-nine, between GEORGE EARL CONLEY and ANNA G. CONLEY, his wife of City of Baltimore, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTEEN THOUSAND FIVE HUNDRED ($15,500.00) 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 (5¼%) five and one-quarter per cent per annum in the manner following:

By the payment of EIGHTY-FIVE AND 60/100ths ($85.60) Dollars, commencing on the first day of September, 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 (X) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 101 in Block A, as shown on a 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.

BEING the same lot of ground which by a Deed dated of even date herewith was granted and conveyed by Baltimore Federal Savings and Loan Association to the within named Mortgagors.

FILED

1960 AUG 16 AM 9:35

LIBER 127 PAGE 453

BOOK 1320 PAGE 234

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; 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 [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 $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).

[redacted]

WITNESS:

George Earl Conley (SEAL)
George Earl Conley

Anna G. Conley (SEAL)
Anna G. Conley

[redacted] (SEAL)

[redacted] VAVRIN

BY: [redacted] (SEAL)
[redacted]

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 5th day of August, 1959, before me, a Notary Public of said State, personally appeared GEORGE EARL CONLEY and ANNA G. CONLEY, 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

1100

ROBERT F. VAVRINA Notary Public

Rec'd for record Aug. 8 1959 at 10:52 A.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

GEORGE EARL CONLEY AND
ANNA G. CONLEY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 127 PAGE 456

MILITARY AFFIDAVIT

19 Docket 13924 folio 96

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of August, 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 George Earl Conley and Anna G. Conley, 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 ha not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1960 AUG 16 AM 9:35

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GEORGE EARL CONLEY AND

ANNA G. CONLEY, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

13,924

LIBER 1271 PAGE 451

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **George Earl Conley and Anna G. Conley, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **5th** day of **August** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1320** Folio **233** .

Amount of Mortgage	**$15,500.00**
Less - amount paid on principal	**243.55**
	15,256.45
Plus - interest to 8/20/60	**645.15**
	15,901.60
Plus - overdraft in expense account	**7.37**
	15,908.97

STATE OF MARYLAND, CITY OF BALTIMORE, Set.

I HEREBY CERTIFY, that on this **11th** day of **August** 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 AUG 16 AM 9.35

Clara M. Link Notary Public

7

Mortgagee and Attorney's Bond.

LIBER 10 PAGE 376

1-369

315567

LIBER 127 PAGE 458

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 13,924

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 SIXTEEN THOUSAND AND 00/100 ($16,000.00) - - - - - - - - - - - - - - - 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 26th - day of September - - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from George Earl Conley and Anna G. Conley, his wife to the Baltimore Federal Savings and Loan Association,

bearing date the 5th day of August nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1320, Folio 233, and

Lot #101 Block "A" Blossom Hills, Anne Arundel Co-Md
is about to sell the land and premises described in said Mortgage/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

es

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link

~~Attest~~: As to Surety:

E. L. Kraus
E. L. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 28 day of September, 1960

George T. Cromwell
Clerk

FILED
1960 SEP 28 AM 9:46

8

LIBER 127 PAGE 459

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE EARL CONLEY AND ANNA G. CONLEY, HIS WIFE	:	(In Equity)

No. 13,924 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1320 folio 233 from said George Earl Conley and Anna G. Conley, 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 28th day of September~~xt~~ 1960 at three P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known as Lot No. 101 in Block A, as shown on a Plat entitled "Blossom Hills, Section 1, Second Amendment" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 SEP 30 AM 9:49

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 George Earl Conley and Anna G. Conley, his wife to Baltimore Federal Savings and Loan Association, dated August 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1320 folio 233 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Sept. 28, 1960
at 3:00 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, in Blossom Hills, near Mountain Road, at Jacobsville or Lake Shore, and described as follows:

BEING known and designed as Lot No. 101 in Block A, as shown on a Plat entitled "Blossom Hills, Section 1, Second Amendment" dated April 1957 and recorded amoog the Land Records of Anne Aruodel County in Plat Book 29, folio 34.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belooging, or in anywise appertaining.

Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property.

The improvemeots consist of a brick and frame one story ranch type dwelling, containing 5 rooms (3bedrooms), 1 bath; forced air oil fired heat, and 1 car garage, located at the northeasteramost corner of Alberta Avenue and Maryland Route 607 — to Fort Smallwood Road.

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 County aod 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 S-22

LIBER 127 PAGE 460

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 **29th** day of **September, 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

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

George Earl Conley and
Anna G. Conley, His Wife

LIBER 127 PAGE 461
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,924 Equity

Ordered, this 30th day of September, 19 60, That the sale of the Property in these proceeding mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

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

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

True Copy, George T. Cromwell Clerk.

FILED
1960 SEP 30 AM 9:49

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

George Earl Conley and
Anna G. Conley, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of November, 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 NOV -9 PM 12:30

//

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Bldg.
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 George Earl Conley and Anna G. Conley, his wife to Baltimore Federal Savings and Loan Association, dated August 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1320, folio 233 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Sept. 28, 1960
at 3:00 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, in Blossom Hills, near Mountain Road, at Jacobsville or Lake Shore, and described as follows:

BEING known and designed as Lot No. 101 in Block A, as shown on a Plat entitled "Blossom Hills, Section 1, Second Amendment" dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29, folio 34.

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 brick and frame one story ranch type dwelling, containing 5 rooms (3bedrooms), 1 bath, forced air oil fired heat, and 1 car garage, located at the northeasternmost corner of Alberta Avenue and Maryland Route 607 — to Fort Smallwood Road.

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 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

S-22

No.

OFFICIAL

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 462

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed

Attorney's Sale

George Earl Conley

Equity No. 13,924

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of September, 1960. The first insertion being made the 1st day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960
OCT -6 AM 9:34

By H. Tilghman

12

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 463

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,924 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
GEORGE EARL CONLEY and ANNA G. CONLEY, His Wife

Ordered, this 30th day of September, 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 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.

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

Eq 13,924

George Earl Conley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of November, 1960. The first insertion being made the 6th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 NOV -4 PM 1:53

By: [illegible]

No. M. G. 17433

13

LIBER 127 PAGE 464

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
George Earl Conley
and
Anna G. Conley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,924 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

November 18, 1960

Laura R. Fahlsing
Auditor

FILED

1960 NOV 23 AM 11:20

14

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs. George Earl Conley and Anna G. Conley, his wife.

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	64	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	35	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	13	20		
Clara M. Link - notary fees	1	25	213	57
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,278	37	11,278	37
			12,140	53
Amount of mortgage claim	15,908	97		
Interest @ 5-1/4% on principal balance of $15,256.45 from 8/20/60 to 12/26/60- 4 months 6 days	280	35		
	16,189	32		
Cr. Amount allowed above	11,278	37		
Balance subject to decree in personam	4,910	95		

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

1960							
Sept.	28	Proceeds of Sale	12,000	00			
		Interest on deferred payment to 11/10/60	86	17	12,086	17	
		Refund 1960 State and County taxes ($210.52) - 3 months 2 days	54	36	54	36	
					12,140	53	

16

ORDER NISI

LIBER 127 PAGE 467

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

George Earl Conley

and

Anna G. Conley, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,924 Equity.

1960 NOV 23 PM 11:20

ORDERED, This 23rd day of November, 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 January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January, next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of January, 1961, 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

1961 JAN -4 PM 3:24

D. Brian Dunkelt

17

LIBER 127 PAGE 463

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. 13,924 Equity
WALTER S. CALWELL, Attorney named in Mortgage
versus
GEORGE EARL CONLEY and ANNA G. CONLEY, his wife

Ordered, this 23rd day of November, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Aurndel County, once in each of three successive weeks before the 3rd day of January next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1960

We hereby certify, that the annexed

Conley Mass. Eq. 13,924

Auditor Account

George Earl Conley

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 January, 1961. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 18457

FILED
1960 DEC 31 AM 11:49

By H. Wilgus

18.

LIBER 127 PAGE 469

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THOMAS J. McCAULEY AND JANE B. McCAULEY, HISWIFE	:	(In Equity)

No. 13,942 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 Thomas J. McCauley and Jane B. McCauley, his wife to Baltimore Federal Savings and Loan Association, dated March 11th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1280 folio 244.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

FILED

1960 AUG 26 PM 2:52

FHA Form No. 9127-H
(For use under Section 203)
(With Service Charge)
(Effective May 1956)

BOOK 1280 PAGE 244

LIBER 127 PAGE 470

No. 13,942 Equity

MORTGAGE

THIS MORTGAGE, Made this 11th day of March, A. D. 19 59, by and between THOMAS J. McCAULEY and JANE B. McCAULEY, 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 ~~XXXXXX~~ 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 SIX THOUSAND FIFTY and 00/100ths Dollars ($ 6,050.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five & one fourth 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 FORTY and 78/100ths Dollars ($ 40.78), commencing on the first day of April, 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 March, 19 79. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—68345-2

BEING known and designated as Lot No. 11, as shown on a plat entitled "Three Mile Oak" dated March, 1954 by J. R. McCrone, Jr., Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 38. The improvements thereon being known as No. 11 Oak Court.

BEING the same lot of ground which by Deed of 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 Greenacres Homes, Incorporated unto the within named Mortgagors.

Chattels: 1 Electric Range
6 Combination Storm Windows
2 Combination Storm Doors

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicablitity of other language describing in general terms other property intended to be covered hereby.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED

1960 AUG 26 PM 2:52

LIBER 127 PAGE 471

BOOK 1280 PAGE 245

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 Seventy-two ($72.00) Dollars, payable half-yearly on the 6th days of February and August in each and every year.

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(c) A sum equal to one-twelfth of one-half of one per centum of the amount of the principal then remaining unpaid under said note as a service charge, to cover the expense of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance as provided for herein, and the other servicing costs in connection with this mortgage and the note secured hereby.

(*d*) All payments mentioned in the preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under contract of insurance with the Federal Housing Commissioner;
(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(III) service charge as set forth above;
(IV) interest on the note secured hereby; and
(V) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 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.

LIBER 127 PAGE 472

5

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 ($75.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(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:

Robert F. Nayden
ROBERT F. NAYDEN

Thomas J. McCauley [SEAL]
Thomas J. McCauley

[SEAL]

Jane B. McCauley [SEAL]
Jane B. McCauley

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1280 PAGE 248

I HEREBY CERTIFY, That on this 11th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared THOMAS J. McCAULEY and JANE B. McCAULEY, 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.

1750

Robert F. Nayden
ROBERT F. NAYDEN
Notary Public.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE MD.

Rec'd for record Mar 16 1959 at 12:23 P.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.
THOMAS J. McCAULEY AND
JANE B. McCAULEY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

No. 13,942 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of August, 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 Thomas J. McCauley and Jane B. McCauley, 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 AUG 26 PM 2:52

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THOMAS J. McCAULEY AND

JANE B. McCAUELY, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,942 Equity

LIBER 127 PAGE 475

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Thomas J. McCauley and Jane B. McCauley, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **11th** day of **March,** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1280** Folio **244** .

Amount of Mortgage	$6050.00
Less - amount paid on principal	190.43
	5859.57
Plus - interest to 9/13/60	165.02
	6024.59
Plus - overdraft in expense account	5.12
	6029.71

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **23rd** day of **August** 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 AUG 26 PM 2:52

Clara M. Link

Clara M. Link Notary Public

7

Mortgagee and Attorney's Bond.

LIBER 10 PAGE 379

1-369

315568

LIBER 127 PAGE 478

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

Equity No. 13,942

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 SIXTY-ONE HUNDRED AND 00/100 ($6100.00) - - - - - - - - - - - - - - - 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 26th - day of September - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Thomas J. McCauley and Jane B. McCauley his wife to the Baltimore Federal Savings and Loan Association bearing date the 11th day of March nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1280, Folio 244, and

No. 11 Oak Court - 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 McSmith

Walter S. Calwell (Seal)

(Seal)

(Seal)

As to Surety:

M. S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

FILED

SEP 28 AM 9:46

Bond approved this 28th day of September 1960

George T. Cromwell, Clerk

8

LIBER 127 PAGE 477

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THOMAS J. McCAULEY AND JANE B. McCAULEY, HIS WIFE	:	(In Equity)

No. 13,942 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **March 11th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1280 folio 244** from said **Thomas J. McCauley and Jane B. McCauley, 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 **28th** day of **September,** ~~at~~ **1960 at 3.50 P.M., (E.D.T.)** attend on the premises and then and there sold the **leasehold** property situate, lying and being in **Anne Arundel** County

being known as Lot No. 11, as shown on a Plat entitled Three Mile Oak" which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 38, the improvements whereon are known as No. 11 Oak Court; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1960 SEP 30 AM 9:49

9

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Thomas J. McCauley and Jane B. McCauley, his wife to Baltimore Federal Saving and Loan Association, dated March 11th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1280 folio 244 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Sept. 28, 1960 at 3:50 P.M. (E.D.T.)

All that leasehold lot of ground situate and lying in the Second Election District of Anne Arundel County, near Parole off Defense Highway, and described as follows:

BEING known and designated as Lot No. 11, as shown on a plat entitled "Three Mile Oak" dated March. 1954 by J. R. McCrone, Jr., Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 38. The improvements thereon being known as No. 11 Oak Court.

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 $72.00 and to any restrictive covenants, and—or Utility Agreements of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 4 rooms, 1 bath, known as No. 11 Oak Court.

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 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 S-22

LIBER 127 PAGE 478

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 Six Thousand ($6,000.00) Dollars, subject to the payment of an annual ground rent of $72.00, 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 **29th** day of **September, 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

ORDER NISI

Walter S. Calwell,

Attorney Named in Mortgage

versus

Thomas J. McCauley and

Jane B. McCauley, His Wife

LIBER 127 PAGE 479

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,942 Equity

Ordered, this 30th day of September, 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 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.

The report states that the amount of sale was $6,000.00

True Copy, George T. Cromwell Clerk.

FILED
1960 SEP 30 AM 9:49

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,

Attorney Named in Mortgage

versus

Thomas J. McCauley and

Jane B. McCauley, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of November, 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 NOV -9 PM 12:30

11

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Thomas J. McCauley and Jane B. McCauley, his wife to Baltimore Federal Saving and Loan Association, dated March 11th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1280 folio 244 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Sept. 28, 1960
at 3:50 P.M. (E.D.T.)

All that leasehold lot of ground situate and lying in the Second Election District of Anne Arundel County, near Parole off Defense Highway, and described as follows:

BEING known and designated as Lot No. 11, as shown on a plat entitled "Three Mile Oak" dated March, 1954 by J. R. McCrone, Jr., Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 38. The improvements thereon being known as No. 11 Oak Court.

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 $72.00 and to any restrictive covenants, and or Utility Agreements of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 4 rooms, 1 bath; known as No. 11 Oak Court.

No. 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 County and to bear interest from date of sale to setttlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

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

S-22

OFFICE O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 450

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed

Attorney's Sale

Thomas J. McCauley
Equity No 13942

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 September, 1960. The first insertion being made the 1st day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 OCT -6 AM 9:34

By H. Talgheman

12

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 481

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,942

Thomas J. McCauley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of November, 1960. The first insertion being made the 6th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,942 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
THOMAS J. McCAULEY and JANE B. McCAULEY, his wife
Ordered, this 30th day of September, 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 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.

The report states that the amount of sale was $6,000.00.

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

No. M. G. 12436

FILED
1960 NOV -4 PM 5

13

LIBER 127 PAGE 482

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Thomas J. McCauley
and
Jane B. McCauley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,942 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. Ecklund
Auditor.

November 19, 1960

FILED

1960 NOV 23 AM 11:20

14

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs. Thomas J. McCauley and Jane B. McCauley, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	211	29	286	29
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	24	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Clara M. Link - notary fees	1	25	154	07
To Attorney for Ground Rent, viz: Semi-annual ground rent of $36.00 due 2/6/61 - 1 month 23 days	10	60	10	60
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,558	75	5,558	75
			6,065	71
Amount of mortgage claim filed	6,029	71		
Interest @ 5½% on principal balance of $5,859.57 from 9/13/60 to 12/26/60 - 3 months 13 days	88	02		
	6,117	73		
Cr. Amount allowed above	5,558	75		
Balance subject to decree in personam	558	98		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1960							
Sept.	28	Proceeds of Sale		6,000	00		
		Interest on deferred payment to 11/10/60		43	09	6,043	09
		Refund 1960 State and County taxes ($87.65) - 3 months 2 days		22	62	22	62
						6,065	71

16

ORDER NISI LIBER 127 PAGE 485

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Thomas J. McCauley
and
Jane B. McCauley, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,942 Equity.

ORDERED, This 23rd day of November, 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 January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of January, 19 61, 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.

1961 JAN -4 PM 3:30

O. Bruce Duckett

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 480

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 31, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,942

Auditor Account

Thomas J. McCauley

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 January, 1961. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,942 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
THOMAS J. McCAULEY and JANE B. McCAULEY, his wife

Ordered this 23rd day of November, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

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

FILED

No. M. G. 1960 DEC 31 AM 11:49

PETITION FOR FORECLOSURE

LIBER 127 PAGE 487

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, of the State of Maryland

VS.

YORK BROTHERS, INC., a body corporate; and
PAUL O. YORK,
Lot No. 12, Block F, Fernglen Manor

IN THE

CIRCUIT COURT

OF

~~XBALTIMORE CITYX~~

ANNE ARUNDEL COUNTY

Equity No. 13,418

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 22nd day of April A. D. 1957 the defendant executed and delivered to Progress Federal Savings and Loan Association a mortgage upon certain fee simple property in the ~~City of Baltimore~~ County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $ 49,500.00 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. That said mortgagor has defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said mortgage, and has continued said default to the date hereto.

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
Attorney for Plaintiff

FILED
1959 SEP 22 AM 10

LIBER 1113 PAGE 555 Equity No. 13,418

LIBER 127 PAGE 488

This Mortgage, Made this 22nd day of April, in the year one thousand, nine hundred and fifty-seven, between York Brothers, Inc., a body corporate and Paul O. York

of, 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 Forty-nine thousand five hundred and 00/100 ($49,500.00)-------- 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 the principal sum, together with the accrued interest on or before October 1, 1957, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee as the following order: (1) to the payment of interest, (2) to the payment of all taxes, water rates, assessments, public charges, ground rent, fire and casualty insurance premiums, and (3) to the payment of the principal sum, and (4) any balance remaining to be paid on the due date thereof.

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

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

BEING Lots Nos. 5, 6 and 7, Block G, and lots Nos. 10, 11 and 12, Block F, as shown on Plat of Fernglen Manor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 17.

BEING some of the lots which by Deed dated November 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No, 1084, folio 376 were granted and conveyed by Lasting Homes Inc. unto York Brothers, Inc.

NOTWITHSTANDING any other provision of this mortgage, providing that the same be not then in default, it is agreed and understood that at any time or times, upon the payment of $8,250.00, together with accrued interest to the end of the month in which such payment occurs upon the then unpaid principal balance of this mortgage, the mortgagor shall be entitled on each occasion to the release of one of the lots above mentioned.

FILED

1957 SEP 22 PM 1:29

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, [illegible] IN FEE SIMPLE.

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, or should the property be subject to any lien of any kind 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 Corporate seal of the said Mortgagor duly attested and the signature of Paul O. York, its President.

WITNESS:

Sarah C. Kirby

YORK BROTHERS, INC. (SEAL)

BY: Paul O. York (SEAL)
Paul O. York, President

Paul O. York (SEAL)
Paul O. York

(SEAL)

LIBER 127 PAGE 491

LIBER 1113 PAGE 558

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 22nd day of April, 19 57, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County of Baltimore, personally appeared Paul O. York, President of York Brothers, Inc. the Mortgagor, named in the aforegoing mortgage, satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the aforegoing mortgage to be the act, and that he executed the same for the purposes therein contained. At the same time also appeared Leonard E. Mason, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Sarah C. Kirby
Sarah C. Kirby Notary Public.

My commission expires May 6, 19 57.

Rec'd for record Apr 23 1957 at 10 03 AM.

Mailed to Due, Nickerson, Whiteford & Taylor

MORTGAGE

FROM

YORK BROTHERS, INC.

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record ... o'clock ... M. Same day recorded in Liber ... No. ... one of the Land Records of Baltimore City, and examined per ... Clerk.

Cost of Record, $ ...

DUE, NICKERSON, WHITEFORD & TAYLOR
Attorneys at Law
200 Baltimore Life Bldg.
Baltimore, Maryland

The John D. Lucas Ptg. Co., Baltimore 11, Maryland

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

LIBER 127 PAGE 492

PROGRESS FEDERAL S & L ASS'N

200 West Saratoga Street

vs.

York Brothers, Inc.

Paul York, President

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

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

Equity No. 12,418

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., President

Affiant

Subscribed and sworn to before me this 17th day of September 19 59

Sabina M. Ragland

Notary Public

Sabina M. Ragland

FILED

1959 SEP 22 PM 1:39

6

STATEMENT OF MORTGA CLAIM

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate, and
PAUL O. YORK,
Lot No. 12, Block F, Fernglen Manor

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

Equity No. 13,418

LIBER 127 PAGE 495

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$49,500.00
Add: Insurance		109.56
Interest		583.80
		$50,193.36
Less: payments to date		42,080.56
		$8,112.80

B. Conway Taylor, Jr., Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of September ..... in the year nineteen hundred and fifty-nine ....., before me, a ....Notary Public..... of the State of Maryland, in and for ~~xxxxxx~~ 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.

FILED

1959 SEP 22 [illegible]

As witness my hand and Notarial Seal,

Sarah C. Kirby

Sarah C. Kirby *Notary Public.*

DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate; and
PAUL O. YORK,
Lot No. 12, Block F, Fernglen Manor

IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

Equity No. 73,418

TERM, 19

LIBER 127 PAGE 494

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 22nd day of September, in the year nineteen hundred and fifty-nine, by the Circuit Court of ~~Baltimore City,~~ 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 his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $8,500.00 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 the ~~City of Baltimore~~ County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~[illegible]~~ cash, ~~[illegible]~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to 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 P. Evans
JUDGE

FILED
1959 SEP 23 AM 9:25

8

Trustee's Bond

No. 13,418 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 10 PAGE 98

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 Eight Thousand Five Hundred and No/100 - - - - - ($8,500.00) - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 12th day of October in the year of our Lord one thousand nine hundred and fifty-nine.

LIBER 127 PAGE 495

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 Lot #12, Block F, Fernglen Manor

mentioned in the proceedings in the case of Progress Federal Savings and Loan Association

vs.

York Brothers, Inc. and Paul O. York

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. Attorney-in-fact (SEAL)

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

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1950.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier
Assistant Secretary

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

19

MARYLAND CASUALTY COMPANY

D. W. Vauthier
Assistant Secretary

Bond approved this 14th day of October 1959

George T. Cromwell, Clerk

4

LIBER 127 PAGE 496

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

Vs.

YORK BROS., INC., a body corporate
And
PAUL O. YORK

: IN THE CIRCUIT COURT
:
: FOR
:
: ANNE ARUNDEL COUNTY
: (In Equity)
: No. 13,415

Due, Nickerson, Whiteford, & Taylor, Solicitors
200 Meyerhoff Building, Balto., Md.

Trustee's Sale
OF FEE-SIMPLE DWELLING PROPERTY

Located in Ferndlen Manor, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from York Bros., Inc., a body corporate, and Paul O. York to Progress Federal Savings and Loan Association, a body corporate, dated April 22, 1957 and recorded among the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 2:35 o'clock P. M.

ALL THOSE LOTS OF GROUND and the improvements thereon situate in Third Election District, Anne Arundel County, State of Maryland, and described as follows:

Being Lot No. 12, Block F, as shown on Plat of Ferndlen Manor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 17.

Being one of the Lots which by deed dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1084, folio 376 were granted and conveyed by Lasting Homes, Inc. unto York Brothers, Inc. in Fee Simple and improved by a partially-completed dwelling.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Metropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR, JR. INC., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

O-15

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th day of October, 1959, sold the property described in the attached advertisement of sale at and for the sum of $9050.00 to Lasting Homes, Inc. ~~[illegible]~~, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper / Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 16th day of October, 1959, purchased the property described in the attached advertisement from B. Conway Taylor, Jr., Trustee, at and for the sum of $9050.00 and I Hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

LASTING HOMES, INC.
[signature] President
Purchaser

TEST: [signature] Secretary

FILED
1959 OCT 22 PM 2:18

10

REPORT OF SALE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate and PAUL O. YORK
Lot No. 12, Block F, Fernglen Manor

IN THE

LIBER 127 PAGE 497

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY
~~XXXXXXXXXXXXXXX~~
No. 13,418 Equity.

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

fee simple lot known as Lot No. 12, Block F, 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

The Maryland Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 16th day of October 1959 at 2:35 o'clock P. M. attend on the premises and then and there sold said fee simple lot at and for the cash price of $9,050.00 unto ~~XXXXXXXX XXXXXXXXXXXXXXXXXX~~ Lasting Homes, Inc.

B. Conway Taylor, Jr., Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 19th day of October 1959 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, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Sarah C. Kirby

Sarah C. Kirby *Notary Public.*

ORDER NISI

LIBER 127 PAGE 498

Progress Federal Savings And Loan Association, a body corporate of the State of Maryland
versus
York Brothers, Inc., a body corporate and
Paul O. York

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,418 Equity

Ordered, this 22nd day of October, 1959, 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 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $9,050.00.

George T. Cromwell, Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

Progress Federal Savings And Loan Association, a body corporate of the State of Maryland
versus
York Brothers, Inc., a body corporate and
Paul O. York

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

ORDERED BY THE COURT, This 1st day of December, 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.

V. Bruce Duckett
JUDGE.

FILED
1959 DEC -1 PM 3:52

Due, Nickerson, Whiteford, & Taylor, Solicitors
200 Meyerhoff Building, Balto., Md.

Trustee's Sale

OF FEE-SIMPLE DWELLING PROPERTY

Located in Fernglen Manor, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from York Bros., Inc., a body corporate, and Paul O. York to Progress Federal Savings and Loan Association, a body corporate, dated April 22, 1957 and recorded among the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 2:35 o'clock P. M.

ALL THOSE LOTS OF GROUND and the improvements thereon situate in Third Election District, Anne Arundel County, State of Maryland, and described as follows:

Being Lot No. 12, Block F, as shown on Plat of Fernglen Manor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 17.

Being one of the Lots which by deed dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1084, folio 376 were granted and conveyed by Lasting Homes, Inc. unto York Brothers, Inc. in Fee Simple and improved by a partially-completed dwelling.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Metropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR, JR. INC., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

O-15

OFFICE O

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 499

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1959

We ~~hereby~~ certify, that the annexed Trustee's Sale Fernglen Manor Lot No. 12, Block F

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 300

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,418 Equity
PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland,

versus

YORK BROTHERS, INC., a body corporate and
PAUL O. YORK

Ordered, this 22nd day of October, 1959, 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 30th day of November next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $9,050.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
N-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed

Order Nisi - Eq. 13418
Sale.
York Brothers, Inc. and
Paul O. York

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

14

FILED
1959 DEC -1 PM 1:17

No. M. G.

LIBER 127 PAGE 501

In the Case of

Progress Federal Savings and Loan Association, a body corporate

vs.

York Brothers, Inc., a body corporate, et al

In the

Circuit Court

For

Anne Arundel County

No. 13,418 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.

Anna M. Rawlings
Auditor.

November 29, 1960

FILED

1960 DEC -2 PM 1:51

LIBER 127 PAGE 502

Dr. Progress Federal Savings and Loan Association, a body corporate in ac.
vs. York Brothers, Inc., a body corporate and Paul O. York

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	303	45	353	45
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	54	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Maryland Casualty Co. -bond premium	34	00		
Alex Cooper - auctioneer's fee	40	00		
One-half Federal documentary stamps	5	27		
One-half State documentary stamps	10	45		
SabinaM. Ragland - notary fee		50		
Sarah C. Kirby - notary fee	1	00	172	46
To Progress Federal Savings and Loan Association, a body corporate, mortgagee- in full for mortgage claim, viz:				
Amount of mortgage claim filed	8,112	80		
Interest from 9/21/59 to 1/21/60 - 4 months @ 6%	162	27	8,275	07
To York Bros., Inc., mortgagor, and Paul O. York, mortgagor - this balance	262	76	262	76
			9,115	24

with B. Conway Taylor, Jr., Trustee

Cr.

1959						
Oct.	16	Proceeds of Sale	9,050	00		
		Interest on deferred payment of $8,145.00 - 48 days	65	16	9,115	16
		Refund 1959 State and County taxes		08		08
					9,115	24

ORDER NISI LIBER 127 PAGE 504

Progress Federal Savings and Loan Association, a body corporate

VERSUS

York Brothers, Inc., a body corporate, and Paul O. York

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,418 Equity.

1960 DEC -2 PM 1:51

ORDERED, This 2nd day of December, 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 9th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of January, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D. Bowie Duckett

FILED

1961 JAN 10 PM 2:43

18

LIBER 127 PAGE 505

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. 13,418 Equity
Progress Federol Savings aod Loan Association, a body corporote

VERSUS

YORK BROTHERS, INC., a body corporote, and
PAUL O. YORK

Ordered, this 2nd day of December, 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 oo or before the 9th day of January next, Provided, a copy of this Order be inserted in some newspaper published in Aone Arundel County, once in each of three successive weeks before the 9th day of January next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1961

We hereby certify, that the annexed Order Nisi Eq 13,418 Auditor Account York Brothers, Inc

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of January, 1961. The first insertion being made the 8th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 16679 1961 JAN -6 PM 12:59 By W. Tilghman

19

PETITION FOR FORECLOSURE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

VS.

YORK BROTHERS, INC., a body corporate of the State of Mayyland and PAUL O. YORK Lots No. 1, 2,3, 4, 5, Block J. and Lot No. 4, Block K, Fernglen Manor

LIBER 127 PAGE 506
IN THE

CIRCUIT COURT

OF

XXXXXXXXXXXXXXXXXX

Anne Arundel County

Equity 20134 20

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 9th **day of** January **A. D.** 1958 **he defendant executed and delivered to** Progress Federal Savings and Loan Association **a mortgage upon certain** fee simple **property in the** County of Anne Arundel, **therein described, to secure the payment of the mortgage debt of $** 48,000.00 **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 mortgagor has defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said mortgage, and has continued said default to the date hereto.

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 *Attorney for Plaintiff*

FILED

1959 SEP 22 PM 2:05

Equity 13,420

LIBER 1179 PAGE 82

LIBER 127 PAGE 507

This Mortgage, Made this 9th day of January, in the year one thousand, nine hundred and fifty-eight, between York Brothers, Inc., a body corporate, and Paul O. York

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 Forty-eight thousand and 00/100 ($48,000.00)---------- 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 the principal sum, together with the accrued interest on or before July 1, 1958 ~~[illegible]~~, which interest shall be computed by the calendar month, ~~[illegible]~~

~~[illegible]~~

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

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

BEING LOTS NOS. 1, 2, 3, 4, and 5, Block J; and Lot No. 4, Block K, as shown on a Pat entitled Fernglen Manor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber 24, folio 17.

BEING the same lots which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Lasting Homes, Inc. unto York Brothers, Inc.

NOTWITHSTANDING any other provision of this mortgage, providing the same be not then in default, it is agreed that at any time or times, upon the payment of $8,000.00, together with accrued interest to the end of the month in which such payment occurs upon the then unpaid principal balance of this mortgage, the mortgagor shall be entitled on each occasion to the release of one of the lots above mentioned.

DR. 2970

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 thereto, with the benefits of renewal thereof, subject to the payment of the yearly rent of IN FEE SIMPLE.

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, or should the property be subject to any lien of any kind 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 instalment as herein provided, shall have continued for thirty days,~~ or after default in the performance of any of the aforegoing covenants or conditions for thirty days. 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 MortgagorS.

WITNESS:

Sarah C. Kirby

YORK BROTHERS, INC. (SEAL)

BY: Paul O. York, President (SEAL)

Paul O. York (SEAL)

(SEAL)

5

LIBER 127 PAGE 510

LIBER 1179 PAGE 85

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 9th day of January, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City aforesaid~~ County of Baltimore, personally appeared Paul O. York, President of York Brothers, Inc., and Paul O. York individually the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Leonard E. Mason, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

SARAH C. KIRBY NOTARY PUBLIC BALTIMORE CO., MD.

Sarah C. Kirby

Sarah C. Kirby *Notary Public.*

My commission expires May 4, 1959.

Rec'd for record Jan. 9 1958 3:38 P.M.

Mailed to Due, Nickerson Whiteford & Taylor

MORTGAGE

FROM

YORK BROTHERS, INC., & PAUL O. YORK

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 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, $ 11.00

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

LIBER 127 PAGE 511

PROGRESS FEDERAL S & L ASS'N

200 West Saratoga Street

vs.

York Brothers, Inc.

Paul York, President

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 18 Folio 260

Equity No. 13,420

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

Affiant.

Clayton Demarest, Jr., President

Subscribed and sworn to before me

this 17th day of September 19 59

Sabina M. Ragland

Notary Public

Sabina M. Ragland

FILED

1959 SEP 22 PM 2:05

6

STATEMENT OF MORTGAG. CLAIM

LIBER 127 PAGE 512

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate of the State of Maryland
and
PAUL O. YORK
Lots No. 1, 2, 3, 4, 5, Block J.
and Lot No. 4, Block K, Fernglen Manor

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

Equity No. 13,420

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$48,000.00
Add: Insurance		159.68
Interest		---
		$48,159.68
Less: Payments to date		81.60
		$48,078.08

B. Conway Taylor, Jr., Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of September ..... in the year nineteen hundred and ...fifty-nine..., before me, a .....Notary Public..... of the State of Maryland, in and for ~~the County of~~ Baltimore, personally appeared

C. 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.

FILED

1959 SEP 22 PM 2 25

As witness my hand and Notarial Seal,

Sarah C. Kirby

Notary Public.

1

DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, Abody corporate, of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate of the State of Maryland and PAUL O. YORK

Lots No. 1, 2, 3, 4, 5, Block J. and Lot No. 4, Block K, Fernglen Manor

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

Equity No. 13420 TERM, 19....

LIBER 127 PAGE 513

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 22nd day of September, in the year nineteen hundred and fifty-nine, by the Circuit Court of Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned 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 his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $48,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the County of Anne Arundel as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, [illegible]; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to 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 S. Evans
Judge

FILED

1959 SEP 23 AM 9:13

8

Trustee's Bond

LIBER 10 PAGE 100

No. 13,420 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 127 PAGE 514

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 Forty-eight Thousand One Hundred and No/100 - - - ($48,100.00) 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 12th day of October in the year of our Lord one thousand nine hundred and fifty-nine.

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 Lots #1-2-3-4-5, Block J, Lot #4, Block K, Fernglen Manor mentioned in the proceedings in the case of Progress Federal Savings and Loan Association

vs.

York Brothers, Inc., and Paul O. York

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

Signed, sealed and delivered in the presence of

Carol Armstrong

Carol Armstrong

B. Conway Taylor (SEAL)
B. Conway Taylor, Jr.

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By A. Robinson Cohee Jr. (SEAL)
A. Robinson Cohee, Jr. *Attorney-in-Fact*

State of Maryland, Baltimore City, sct:

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

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1950.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier
Assistant Secretary

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

19

MARYLAND CASUALTY COMPANY

D. W. Vauthier
Assistant Secretary

Bond approved this 14th day of October 1959

George T. Cromwell, Clerk

1959 OCT 14 PM 1:24

9

LIBER 127 PAGE 515

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

Vs.

YORK BROS., INC., a body corporate
And
PAUL O. YORK

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)
No. 13,420

Due, Nickerson, Whiteford, & Taylor
200 Meyerhoff Building, Balto., Md.

Trustee's Sale

OF SIX FEE-SIMPLE DWELLING PROPERTIES

Located in Ferndlen Manor, Anne Arundel County, Maryland

Under and by virtue of the Power and Authority contained in a mortgage from York Bros., Inc., a body corporate, and Paul O. York, to Progress Federal Savings and Loan Association, a body corporate, dated January 9, 1958, and recorded among the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 2 o'clock P. M.

ALL THOSE LOTS OF GROUND and the improvements thereon situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

Beings lots Nos. 1, 2, 3, 4, and 5, Block J; and Lot No. 4, Block K, as shown on a Plat entitled Ferndlen Manor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber 24, Folio 17.

Being the same lots of ground which by deed of January 9, 1958, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Lasting Homes, Inc. unto York Brothers, Inc. in Fee Simple. Each lot improved by a partially-completed dwelling.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Metropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR, JR., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

O-15

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th day of October, 1959, sold the property described in the attached advertisement of sale at and for the sum of $45,500.00 to Progress Fed. S. & L. Assn., being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 16th day of October, 1959, purchased the property described in the attached advertisement from B. Conway Taylor, Jr., Trustee, at and for the sum of $45,500.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

PROGRESS FEDERAL S & L ASS'N
Clayton Demarest, Jr.
Purchaser
Clayton Demarest, Jr., President

TEST: Sabina M. Ragland
Sabina M. Ragland, Secretary

1959 OCT 22 PM 2:1

10

REPORT OF SALE

LIBER 127 PAGE 516

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate of the State of Maryland and PAUL O. YORK
Lots No. 1, 2, 3, 4, 5, Block J and Lot No. 4, Block K, Fernglen Manor

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

No 13,420 Equity.

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

fee simple lots known as Lots No. 1, 2, 3, 4, 5, Block J and Lot No. 4, Block K, 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

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 Friday the 16th day of October 1959 at 2:00 o'clock P. M. attend on the premises and then and there sold

said fee simple lots at and for the cash price of $45,500.00 unto Progress Federal Savings and Loan Association.

B. Conway Taylor, Jr., Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 19th day of October 19 59 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 therein reported was fairly made.

FILED
1959 OCT 22 PM 2:19

As witness my hand and Notarial Seal,

Sarah C. Kirby

Notary Public.

ORDER NISI

LIBER 127 PAGE 517

Progress Federal Savings And Loan Association, a body corporate of the State of Maryland

versus

York Brothers, Inc., a body corporate of the State of Maryland and Paul O. York

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,420 Equity

Ordered, this 22nd day of October, 19 59, 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 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $ 45,500.00.

True Copy, George T. Cromwell, Clerk.

TEST: ..... Clerk.

(Final Order)

Progress Federal Savings And Loan Association, a body corporate of the State of Maryland

versus

York Brothers, Inc., a body corporate of the State of Maryland and Paul O. York

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 1st day of December, 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 DEC -1 P 3:52

Due, Nickerson, Whiteford, & Taylor
200 Meyerhoff Building, Balto., M

Trustee's Sale

OF SIX FEE-SIMPLE DWELLING PROPERTIES

Located in Fernglen Manor, Anne Arundel County, Maryland

Under and by virtue of the Power and Authority contained in a mortgage from York Bros., Inc., a body corporate, and Paul O. York, to Progress Federal Savings and Loan Association, a body corporate, dated January 9, 1958, and recorded among the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 2 o'clock P. M.

ALL THOSE LOTS OF GROUND and the improvements thereon situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

Beings lots Nos. 1, 2, 3, 4, and 5, Block J; and Lot No. 4, Block K, as shown on a Plat entitled Fernglen Manor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber 24, Folio 17.

Being the same lots of ground which by deed of January 9, 1958, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Lasting Homes, Inc. unto York Brothers, Inc. In Fee Simple. Each lot improved by a partially-completed dwelling.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Metropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR, JR., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

O-15

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 513

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1959

We hereby certify, that the annexed

Trustee's Sale
Fernglen Manor
Lots Nos. 1, 2, 3, 4 and 5 Block J
Equity No. 13,420

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 NOV 5 PM 12

By [illegible]

13

OFF. . OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 519

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,420 Equity
PROGRESS FEDERAL SAVINGS And LOAN ASSOCIATION, a body corporate of the State of Maryland

versus

YORK BROTHERS, INC., a body corporate of the State of Maryland and
PAUL O. YORK

Ordered, this 22nd day of October, 1959, 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 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $45,500.00.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
N-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,420 York Brothers, Inc. was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 DEC 1 By H. Wilghman

No. M. G. 12126

14

In the Case of

Progress Federal Savings and Loan Association,
a body corporate
vs.
York Brothers, Inc.,
a body corporate,
et al

In the

Circuit Court

For

Anne Arundel County

No. 13,420 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jobling
Auditor.

November 29, 1960

FILED
1960 DEC -2 PM 1:50

Dr. in ac.

Progress Federal Savings and Loan Association, a body corporate,
vs. York Brothers, Inc., a body corporate, and Paul O. York

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	1,196	55	1,246	55
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	56	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Maryland Casualty Co. - bond premium	192	00		
Alex Cooper - auctioneer fee	40	00		
One-half Federal documentary stamps	25	02		
One-half State documentary stamps	50	05		
Sabina M. Ragland - notary fee		50		
Sarah C. Kirby - notary fees	1	00	391	57
To Progress Federal Savings & Loan Ass'n mortgagee - this balance on account mortgage claim	44,145	34	44,145	34
			45,834	96
Amount of mortgage claim filed	48,078	08		
Cr. Amount allowed above	44,145	34		
Balance subject to decree in personam with interest	3,932	74		

IV

with B. Conway Taylor, Jr., Trustee Cr.

1959							
Oct.	16	Proceeds of Sale		45,500	00		
		Interest on deferred payment of $40,950.00 - 48 days		327	60	45,827	60
		Refund 1959 State and County taxes- 26 days		7	36	7	36
						45,834	96

LIBER 127 PAGE 523

ORDER NISI

Progress Federal Savings & Loan Association, a body corporate

VERSUS.

York Brothers, Inc., a body corporate, and Paul O. York

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,420 Equity.

1960 DEC -2 PM 1:50

ORDERED, This 2nd day of December, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of January, 1961, 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 Dunbeck

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 524

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1961

We hereby certify, that the annexed

Order Nisi Eq 13,420

Auditor Account

York Brothers, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of January, 1961. The first insertion being made the 8th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JAN -6 PM 3:55

By H. Tilghman

No. M.G. 18682

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTYY

No. 13,420 Equity

Progress Federal Savings & Loan Association, a body corporate

VERSUS

YORK BROTHERS, INC.

a body corporate, and

PAUL O. YORK

Ordered this 2nd day of December, 1960, that the Report and Account of the Auditor, filed this day in the above entiled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of January next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-22

PETITION FOR FORECLOSURE

LIBER 127 PAGE 525

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, of the State of Maryland

VS.

YORK BROTHERS, INC., a body corporate of the State of Maryland and Paul O. York
Lot No. 15, Block F, Fernglen Manor

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
Anne Arundel County

Equity No. 13421

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 13th day of August A. D. 1957 the defendant executed and delivered to Progress Federal Savings and Loan Assodation a mortgage upon certain fee simple property in the ~~City of Baltimore~~ County of Anne Arundel therein described, to secure the payment of the mortgage debt of $66,000.00 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. That said mortgagor has defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said mortgage, and has continued said default to the date hereto.

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

And as in duty, &c.

Paul F. Due
Attorney for Plaintiff

FILED
1959 SEP 22 PM 2:05

Equity No. 13,421

This Mortgage, Made this 13th day of August, in the year one thousand, nine hundred and fifty-seven, between York Brothers, Inc., a body corporate and Paul O. York

of ..., 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 Sixty-six thousand and 00/100 ($66,000.00) 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 the principal sum, together with the accrued interest on or before February 13, 1958 which interest shall be computed by the calendar month, [illegible]

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

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

BEING known and designated as Lots No. 1, 2, 3 and 4, Block G, and lots Nos. 13, 14, 15 and 16, Block F, as shown on the Plat of Fernglen Manor, whihh plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-C, folio 11.

BEING part of the lots which by Deed dated November 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1084, folio 376 were granted and conveyed by Lasting Homes Inc., unto the mortgagor herein.

NOTWITHSTANDING any other provision of this mortgage, providing that the same be not then in default, it is agreed that at any time or times, upon the payment of $8,250.00, together with accrued interest to the end of themonth in which such payment occurs upon the then unpaid principal balance of this mortgage, the mortgagor shall be entitled on each occasion to the release of one of the lots above mentioned.

FILED

1959 SEP 22 PM 2:05

2

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

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired thereby~~ IN FEE SIMPLE.

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, or should the property be subjected to any lien or any kind, 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 [illegible] 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 and Corporate seal of the said Mortgagor, duly attested and the signature of Paul O. York, its President.

WITNESS:

Sarah C. Kirby

YORK BROTHERS, INC. (SEAL)

BY: Paul O. York (SEAL)
Paul O. York
President

(SEAL)

Paul O. York (SEAL)
Paul O. York

5

LIBER 127 PAGE 529

LIBER 1143 PAGE 99

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13th day of August, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County of Baltimore personally appeared Paul O. York, President of York Brothers, Inc. the Mortgagor, named in the aforegoing mortgage, satisfactorily proven to be the person whose name is subscribed to the within instrument and he acknowledged the aforegoing mortgage to be his act, and that he executed the same for the purposes therein contained. At the same time also appeared Leonard E. Mason, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Sarah C. Kirby
Sarah C. Kirby Notary Public.

My commission expires May 4, 1959.

Rec'd for record Aug 14 1957 at 9.03 AM.
Mailed to Due, Nickerson, Whiteford & Taylor

A3

MORTGAGE

FROM

YORK BROTHERS, INC., A BODY CORPORATE

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 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, $ 6d 10.00

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 AUG 14 AM 9:03 & RECORDED IN LIBER GTC NO. 1143 FOLIO 96 TO TERRY WELL, CLERK

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

LIBER 127 PAGE 530

PROGRESS FEDERAL S.& L.ASS'N.....

200 West Saratoga Street.....

vs.

York Brothers, Inc.

Paul York, President

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 18 Folio 261

Equity No. 13,421

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 17th day of September 19 59

Sabina M. Ragland

Notary Public

Sabina M. Ragland

FILED

1959 SEP 22 PM 2:05

STATEMENT OF MORTGAGE CLAIM

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

YORK BROTHERS, INC., a body corporate of the State of Maryland and PAUL O. YORK, Lot No. 15, Block E, Fernglen Manor

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 13,421

LIBER 127 PAGE 534

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$66,000.00
Add: Insurance	150.64	
Interest	865.31	
		$67,015.95
Less: Payments to date	58,785.80	
		$8,230.15

B. Conway Taylor, Jr., Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of September ..... in the year nineteen hundred and fifty-nine, before me, a Notary Public ..... of the State of Maryland, in and for ~~the City~~ 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.

FILED

1959 SEP 22 PM 2.05

As witness my hand and Notarial Seal,

Sarah C. Kirby *Notary Public.*

7

LIBER 127 PAGE 532

DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate of the State of Maryland and PAUL O. YORK,.
Lot No. 15, Block F, Fernglen Manor

IN THE

CIRCUIT COURT

—OF—

Anne Arundel County

Equity No. 13,421

.....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 22nd day of September, in the year nineteen hundred and fifty-nine, by the Circuit Court of Anne Arundel Cty. **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 his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $8,500.00 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 the County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, 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 S. Crowe
Judge

FILED

1959 SEP 23 AM 9:24

8

Trustee's Bond

LIBER 10 PAGE 101

No. 13,421 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 127 PAGE 533

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 Eight Thousand Five Hundred and No/100 - - - - - ($8,500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 12th day of October in the year of our Lord one thousand nine hundred and fifty-nine.

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 Lot #15, Block F, Fernglen Manor

mentioned in the proceedings in the case of Progress Federal Savings and Loan Association

vs.

York Brothers, Inc., and Paul O. York

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 O. K. (SEAL)

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

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

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1950.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier
Assistant Secretary

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

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Bond filed & Approved this 14th day of Oct. 1959.

George T. Cromwell, Clerk

REPORT OF SALE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATIONa body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate of the State of Maryland and PAUL O. YORK, Lot No. 15, Block F, Fernglen Manor

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

No. 13,421 Equity

LIBER 127 PAGE 534

To The Honorable Judge of the Circuit Court of 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 fee simple lot known as Lot No. 15, Block F, 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

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 Friday the 16th day of October 19 59 at 2:25 o'clock P. M. attend on the premises and then and there sold said fee simple lot at and for the cash price of $7,500.00 unto Progress Federal Savings and Loan Association.

B. Conway Taylor, Jr., Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 19th day of October 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared B. Conway Taylor, Jr.

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

As witness my hand and Notarial Seal,

Sarah C. Kirby

Notary Public.

FILED

1959 OCT 22 PM 2:19

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

Vs.

YORK BROS., INC., a body corporate
And
PAUL O. YORK

: IN THE CIRCUIT COURT
:
: FOR
:
: ANNE ARUNDEL COUNTY
: (In Equity)
: No. 13,421

Due, Nickerson, Whiteford, & Taylor
200 Meyerhoff Building, Balto., Md.

Trustee's Sale

OF FEE-SIMPLE DWELLING PROPERTY

Located in Ferndlen Manor, Anne Arundel County, Maryland

Under and by virtue of the Power and Authority contained in a mortgage from York Bros., Inc., a body corporate, and Paul O. York, to Progress Federal Savings and Loan Association, a body corporate, dated August 13, 1957, and recorded among the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 2:25 o'clock P. M.

ALL THAT LOT OF GROUND and the improvement thereon, situate in 3rd Election District, Anne Arundel County, and described as follows:

Being Lot No. 15, Block F, as shown on the Plat of Ferndlen Manor, which plat is recorded among the Land Records of Anne Arundel County in P. at Cabinet 4, Rod G-C, folio 11.

Being one of the lots which by deed dated November 30, 1956, and recorded among the land records of Anne Arundel County in Liber GTC No. 1084, folio 376 were granted and conveyed by Lasting Homes, Inc., unto the mortgagor. In fee simple and improved by a partially completed dwelling.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Meteropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR, JR., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

O-15

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th day of October, 1959, sold the property described in the attached advertisement of sale at and for the sum of $1500.00 to Progress Fed. S. & L. Ass'n being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 16th day of October, 1959, purchased the property described in the attached advertisement from B. Conway Taylor, Jr., Trustee, at and for the sum of $1500.00 and I Hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

PROGRESS FEDERAL S. & L. ASS'N
Clayton Demarest, Jr.
Purchaser
Clayton Demarest, Jr., President

TEST: Sabina M. Ragland
Sabina M. Ragland, Secretary

FILED
1959 OCT 22 PM 2:19

10

ORDER NISI

LIBER 127 PAGE 530

Progress Federal Savings And Loan Association a body corporate of the State of Maryland
versus
York Brothers, Inc., a body corporate of the State of Maryland and Paul O. York

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,421 Equity

Ordered, this 22nd day of October, 19 59, That the sale of the Property in these Proceedings mentioned, made and reported by B. Conway Taylor, Jr., Trustee,

1959 DEC 22 PM 3:23

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $ 7,500.00.

George J. Cromwell, Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

Progress Federal Savings And Loan Association, a body corporate of the State of Maryland
versus
York Brothers, Inc., a body corporate of the State of Maryland and Paul O. York

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

ORDERED BY THE COURT, This 1st day of December, 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 DEC -1 PM 3:53

12

LIBER 127 PAGE 537

Due, Nickerson, Whiteford, & Taylor
200 Meyerhoff Building, Balto., M

Trustee's Sale

OF FEE-SIMPLE DWELLING PROPERTY

Located in Ferndlen Manor, Anne Arundel County, Maryland

Under and by virtue of the Power and Authority contained in a mortgage from York Bros., Inc., a body corporate, and Paul O. York, to Progress Federal Savings and Loan Association, a body corporate, dated August 13, 1957, and recorded among the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 2:25 o'clock P. M.

ALL THAT LOT OF GROUND and the improvement thereon, situate in 3rd Election District, Anne Arundel County, and described as follows:

Being Lot No. 15, Block F, as shown on the Plat of Ferndlen Manor, which plat is recorded among the Land Records of Anne Arundel County in P, at Cabinet 4, Rod G-C, folio 11.

Being one of the lots which by deed dated November 30, 1956, and recorded among the land records of Anne Arundel County in Liber GTC No. 1084, folio 376 were granted and conveyed by Lasting Homes, Inc., unto the mortgagor. In fee simple and improved by a partially completed dwelling.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Meteropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR, JR., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

0-15

OFFICIAL

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

No 13,421 Eq.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1959

We hereby certify, that the annexed

Trustee's Sale
Ferndlen Manor
Lot No. 15, Block F
Equity No. 13,421

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

OFF. OF

LIBER 127 PAGE 538

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

13421
Eq-

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,421 Equity
PROGRESS FEDERAL SAVINGS And LOAN ASSOCIATION a body corporate of the State of Maryland

versus

YORK BROTHERS, INC., a body corporate of the State of Maryland and
PAUL O. YORK

Ordered, this 22nd day of October, 1959, 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 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.'

The report states that the amount of sale was $7,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,421
York Brothers, Inc

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED

No. M. G. 121 1959 DEC -1 PM 1:17

14

In the Case of

Progress Federal Savings and Loan Association,
a body corporate
vs.
York Brothers, Inc.,
a body corporate, and
Paul O. York

In the

Circuit Court

For

Anne Arundel County

No. 13,421 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.

Joan K. Ecklund
Auditor.

November 30, 1960

FILED
1960 DEC -2 PM 1:51

Dr. Progress Federal Savings and Loan Association, a body corporate, vs. York Brothers, Inc., a body corporate, and Paul O. York

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	256	62	306	62
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appeqrance 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	52	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Maryland Casualty Co. - bond premium	34	00		
Alex Cooper - auctioneer's fee	40	00		
One-half Federal documentary stamps	4	12		
One-half State documentary stamps	8	25		
Sabina M. Ragland - notary fee		50		
Sarah C. Kirby - notary fees	1	00	167	39
To Progress Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,028	57	7,028	57
			7,554	08
Amount of mortgage claim filed	8,230	15		
Cr. Amount allowed above	7,028	57		
Balance subject to decree in personam with interest	1,201	58		

16

with B. Conway Taylor, Jr., Trustee Cr.

1959							
Oct.	16	Proceeds of Sale		7,500	00		
		Interest on deferred payment of $6,750.00 - 48 days		54	00	7,554	00
		Refund 1959 State and County taxes - 26 days			08		08
						7,554	08

LIBER 127 PAGE 542

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Progress Federal Savings and Loan Association, a body corporate

VERSUS

York Brothers, Inc., a body corporate, and Paul O. York

No. 13,421 Equity.

1960 DEC -2 PM 1:51 FILED

ORDERED, This 2nd day of December, 19 60, That the Report and Account of the Auditor, filed this day in the above-entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of January, 196 1, 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.

1961 JAN 10 PM 2:50

D. Brian Duckett

LIBER 127 PAGE 543

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,421 Equity
Progress Federal Savings and Loan Association, a body corporate

VERSUS

YORK BROTHERS, INC., a body corporate, and
PAUL O. YORK

Ordered this 2nd day of December, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of January next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of January next.

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

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1961

We hereby certify, that the annexed Order Nisi Eq. 13,421 Auditor Account York Brothers, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of January, 1961. The first insertion being made the 8th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 18681

1961 JAN -6 PM 12 By H. Tilghman

PETITION FOR FORECLOSURE

LIBER 127 PAGE 544

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

VS.

YORK BROTHERS, INC., a body corporate of the State of Maryland
Lot No. 15, Block E, Fernglen Manor

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 13,422

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 30th **day of** September **A. D.** 1957 **the defendant executed and delivered to** Progress Federal Savings and Loan Association **a mortgage upon certain** fee simple **property in the** ~~City of Baltimore~~ County of Anne Arundel, **therein described, to secure the payment of the mortgage debt of $** 85,000.00 **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 mortgagor has defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said mortgage, and has continued said default to the date hereto.

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 *Attorney for Plaintiff*

FILED

1959 SEP 22 PM 2:06

2889

LIBER 1156 PAGE 286

Equity No. 13,422

This Mortgage, Made this 30th day of September, in the year one thousand, nine hundred and fifty-seven, between York Brothers, Inc., a body corporate

of ..... 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.

LIBER 127 PAGE 543

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Eighty-five thousand and 00/100 ($85,000.00)---------- 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 the principal sum, together with the accrued interest on or before March 1, 1958 ~~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 instalment payments shall be applied by the Mortgagee on the following accounts: (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 monthly payment 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 those lot(s) of ground situate and lying in Anne Arundel County in said State, and described as follows:

BEING known as Lots No. 1, Block R, and Lots No. 15 and 16, Block Q, Plat of Fernglen Manor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 17.

BEING the same lots which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Lasting Homes, Inc. unto the mortgagor herein.

BEING known as Lots Nos. 15, Block E, (Lot 2&3) Block R, lots 25, 26, 27 and 28, Block M, Plat of Fernglen Manor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 17.

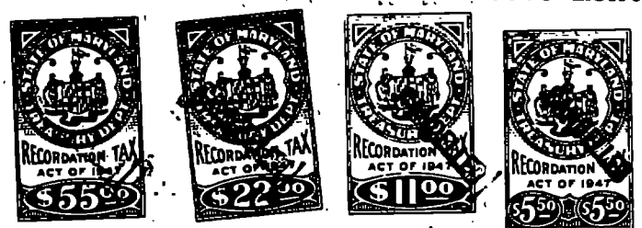
BEING the same lots which by Deed dated November 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1084, folio 376 were granted and conveyed by Lasting Homes, Inc. unto York Brothers Inc., a body corporate.

NOTWITHSTANDING any other provision of this mortgage, providing the same be not then indefault, it is agreed that at any time or

1959 SEP 22 P. 2.1)

3

times, upon the payment of $8,500.00, together with accrued interest to the end of the month in which such payment occurs upon the then unpaid principal balance of this mortgage, the mortgagor shall be entitled on each occasion to the release of one of the lots above mentioned.



93.50

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, [illegible] IN FEE SIMPLE.

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, or should the property be subjected to any lien of any kind 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 payment 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 Corporate seal of the said Mortgagor . duly attested and the signature of Paul O. York, its President.

WITNESS:

Sarah C. Kirby

YORK BROTHERS, INC. (SEAL)

BY: Paul O. York, President (SEAL)

Paul O. York (SEAL)

(SEAL)

4

LIBER 127 PAGE 548

LIBER 1156 PAGE 289

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of September, 19 57, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City aforesaid~~ County of Baltimore, personally appeared Paul O. York, President of York Brothers, Inc. the Mortgagor, named in the aforegoing mortgage, satisfactorily proven to be the person whose name is subscribed to the within instrument and he acknowledged the aforegoing mortgage to be his act, and that he executed the same for the purposes therein contained. At the same time also appeared Leonard E. Mason, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

SARAH C. KIRBY NOTARY PUBLIC BALTIMORE CITY, MD.

Sarah C. Kirby
Sarah C. Kirby
Notary Public.

My commission expires May 4, 19 59.

Rec'd for record Oct. 4, 1957 at 12.26 p.m.
Mailed to Due, Nickerson, Whiteford & Taylor

MORTGAGE

FROM

YORK BROTHERS, INC.

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 288 at o'clock M. Same day received in Liber No. Folio etc., one of the Land Records of Baltimore City, and examined per Clerk.

Cost of Record, $

DUE, NICKERSON, WHITEFORD & TAYLOR
Attorneys at Law
200 Baltimore Life Bldg.
Baltimore, Maryland

The John D. Lucas Ptg. Co., Baltimore 11, Maryland

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 OCT 4 PM 12:26 RECORDED IN LIBER GTC NO. 1156 FOLIO 289 CLERK

DR. x 889

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

LIBER 127 PAGE 549

PROGRESS FEDERAL S & L ASSOCIATION

200 West Saratoga Street

vs.

York Brothers, Inc.

Paul York, President

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 18 Folio 261

Equity No. 13,422

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

Affiant

Clayton Demarest, Jr., President

Subscribed and sworn to before me this 17th day of September 19 59

Sabina M. Ragland

Notary Public

Sabina M. Ragland

FILED

1959 SEP 22 PM 2:10

STATEMENT OF MORTGAGE CLAIM

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate of the State of Maryland
Lot No. 15, Block E, Fernglen Manor

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL

Equity No. 13,422

LIBER 127 PAGE 500

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$85,000.00
Add: Interest	1377.14	
Insurance	270.76	
	$86,647.90	
Less: Payments	78,246.22	
	8,401.68	

B. Conway Taylor, Jr., Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

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

FILED
1959 SEP 22 PM 2:11

As witness my hand and Notarial Seal,

Sarah C. Kirby *Notary Public.*

LIBER 127 PAGE 551

DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate of the State of Maryland
Lot No. 15, Block E, Fernglen Manor

IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

Equity No. 13,422 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 22nd day of September, in the year nineteen hundred and fifty-nine, by the Circuit Court of ~~Baltimore City~~ 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 his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $8,500.00 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 the ~~City of Baltimore~~ County of Anne Arundel, 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 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 S. Evans
Judge

FILED

1959 SEP 23 AM 9:24

8

Trustee's Bond

LIBER 10 PAGE 102

No. 13422 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 127 PAGE 552

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 Eight Thousand Five Hundred and No/100 - - - - - - - - - ($8,500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 12th day of October in the year of our Lord one thousand nine hundred and fifty-nine.

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 Lot #15, Block E, Fernglen Manor

mentioned in the proceedings in the case of Progress Federal Savings and Loan Association

vs.

York Brothers, Inc.

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)
A. Robinson Cohee, Jr. *Attorney-in-Fact*

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

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1959.

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.

19

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Bond Approved this 14th day of Oct. 1959.
George T. Cromwell, Clerk

9

OCT 14 11 47 AM 1959

REPORT OF SALE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate of the State of Maryland
Lot No. 15, Block E, Fernglen Manor

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY
~~XXXXXXXXXXXXXX~~
No. 13,422 Equity

LIBER 127 PAGE 553

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

fee simple lot known as Lot No. 15, Block E, 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

The Maryland Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 16th day of October 19 59 at 2:15 o'clock P. M. attend on the premises and then and there sold

said fee simple lot at and for the cash price of $6,200.00 unto Progress Federal Savings and Loan Association.

B. Conway Taylor, Jr., Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 19th day of October 19 59 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.

As witness my hand and Notarial Seal,

OCT 22 [illegible] 2:[illegible]

Sarah C. Kirby

Sarah C. Kirby *Notary Public.*

11

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, A body Corporate :

Vs. :

YORK BROS., a body corporate :

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

No. 13,422.

Due, Nickerson, Whiteford, & Taylor, Solicitors
200 Meyerhoff Building, Balto., Md.

Trustee's Sale

OF FEE-SIMPLE DWELLING PROPERTY

Located in Fernglen Manor, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from York Bros., Inc., a body corporate, to Progress Federal Savings and Loan Association, a body corporate, dated September 30, 1957 and recorded abong the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 2:15 o'clock P. M.

ALL THAT LOT OF GROUND and the improvements thereon situate in 3rd Election District, Anne Arundel County, State of Maryland, and described as follows:

Being known as Lot No. 15, Block E, Plat of Fernglen Manor which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 17.

Being the same lot of ground which by deed dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1084, folio 376, was granted and conveyed by Lasting Homes, Inc. unto York Brothers, Inc., a body corporate. In fee simple and improved by a partially-completed dwelling.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Metropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR JR., [redacted]., Trustee

ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

O-15

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th day of October, 1959, sold the property described in the attached advertisement of sale at and for the sum of $6,200.00 to Progress Fed. S. & L. Assoc., being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 16th day of October, 1959, purchased the property described in the attached advertisement from B. Conway Taylor, Jr., Trustee, at and for the sum of $6,200.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Clayton Demarest Jr.
Purchaser

PROGRESS FEDERAL S. & L. ASS'N

TEST: Sabina M. Ragland
Clayton Demarest, Jr., President

Sabina M. Ragland, Secretary

FILED
1959 OCT 22 PM 2:20

10

127 554

ORDER NISI

LIBER 127 PAGE 555

Progress Federal Savings And Loan Association, a body corporate of the State of Maryland

versus

York Brothers, Inc., a body corporate of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,422 Equity

Ordered, this 22nd day of October, 19 59, 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 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $6,200.00.

George T. Cromwell, Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

Progress Federal Savings And Loan Association, a body corporate of the State of Maryland

versus

York Brothers, Inc., a body corporate of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 1st day of December, 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 DEC -1 A 3:53

Due, Nickerson, Whiteford, & Taylor, Solicitors
200 Meyerhoff Building, Balto., Md.

Trustee's Sale

OF FEE-SIMPLE DWELLING PROPERTY

Located in Fernglen Manor, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from York Bros., Inc., a body corporate, to Progress Federal Savings and Loan Association, a body corporate, dated September 30, 1957 and recorded abong the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 2:15 o'clock P. M.

ALL THAT LOT OF GROUND and the improvements thereon altuate in 3rd Election District, Anne Arundel County, State of Maryland, and described as follows:

Being known as Lot No. 15, Block E, Plat of Fernglen Manor which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 17.

Being the same lot of ground which by deed dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1084, folio 376, was granted and conveyed by Lasting Homes, Inc. unto York Brothers, Inc., a body corporate. In fee simple and improved by a partially-completed dwelling.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Metropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR JR., Inc., Trustee

ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

O-15

13

OFFICE O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 550

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1959

We hereby certify, that the annexed Trustee's Sale Fernglen Manor Lot No. 15, Block E Equity No. 13,422

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 NOV -5 PM 12:28 By [signature]

OFF. . OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 557

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed

Order Nisi
Eq. 13,422
York Brothers, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 12122 1959 DEC -1 By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,422 Equity

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

versus

YORK BROTHERS, INC., a body corporate of the State of Maryland

Ordered, this 22nd day of October, 1959, 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 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $6,200.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
N-19

In the Case of

Progress Federal Savings and Loan Association, a body corporate, etc

vs.

York Brothers, Inc., a body corporate of the State of Maryland

In the

Circuit Court

For

Anne Arundel County

No. 13,422 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

November 30, 1960

FILED

1960 DEC -2 PM 1:51

Dr. in ac.

Progress Federal Savings and Loan Association, a body corporate,
vs. York Brothers, Inc., a body corporate of the State of Maryland

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	217	34	267	34
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Maryland Casualty Co. - bond premium	34	00		
Alex Cooper - auctioneer's fee	40	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	7	15		
Sabina M. Ragland - notary fee		50		
Sarah C. Kirby - notary fees	1	00	169	23
To Progress Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,758	03	5,758	03
			6,246	10
Amount of mortgage claim filed	8,401	68		
Cr. Amount allowed above	5,758	03		
Balance subject to decree in personam with interest	2,643	65		

with B. Conway Taylor, Jr., Trustee Cr.

1959				
Oct.	16	Proceeds of Sale	6,200 00	
		Interest on deferred payment of $5,580.00 - 48 days	44 64	6,244 64
		Refund 1959 State and County taxes- 26 days	1 46	1 46
				6,246 10

1960 DEC -2 PM 1:51 FILED

ORDER NISI LIBER 127 PAGE 561

Progress Federal Savings and Loan Association, a body corporate

VERSUS

York Brothers, Inc., a body corporate of the State of Maryland

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,422 Equity.

ORDERED, This 2nd day of December, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of January next.

Leon F. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of January, 1961, 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. Brue Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 127 PAGE 562

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,422 Equity

Progress Federal Savings and Loan Association, a body corporate.

VERSUS

YORK BROTHERS, INC., a body corporate of the State of Maryland

Ordered, this 2nd day of December, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of January next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of January next.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1961

We hereby certify, that the annexed

Order Nisi Eq 13,422
Auditor Account

York Brothers, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of January, 1961. The first insertion being made the 8th day of December, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 JAN -6 PM 12:29

By D. D. Tilghman.

No. M. G. 18680

19

LIBER 127 PAGE 563

EDWIN N. RUDDOCK 646 Kelker Street Harrisburg, Pennsylvania	:	
CHARLOTTE D. BRASHEARS 639 "G" Street, N.E. Washington 2, D. C.	:	
LANCELOT C. RUDDOCK 501 Eye Street, N. E. Washington, D. C.	:	IN THE
vs.	:	CIRCUIT COURT
KATHERINE JANE RUDDOCK Cleveland, Ohio	:	
MARTHA PEARL RUDDOCK 2705 Torbett Street Nashville, Tennessee	:	FOR
ERNEST RUDDOCK son of Jack Ruddock Address Unknown	:	ANNE ARUNDEL COUNTY
CHARLES RUDDOCK son of Charles Ruddock, Sr. Address Unknown	:	
AUBREY RUDDOCK Address Unknown	:	NO. 12207 EQUITY
JULIA RUDDOCK Address Unknown	:	
and all of the unknown heirs, devisees, executors, administrators, and personal representatives of Charlotte Y. Ruddock, Charles Ruddock, Jack Ruddock, Aubrey Ruddock and Julia Ruddock, whether residents or non residents of the State of Maryland.	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Edwin N. Ruddock, Charlotte D. Brashears and Lancelot C. Ruddock, by Morris Turk and Noah A. Hillman, their Solicitors, respectfully represents:

1. That a certain Charlotte Y. Ruddock, single, departed this life intestate on or about July 31, 1956, a resident of Anne Arundel County, Maryland.

2. That the said Charlotte Y. Ruddock died seized and possessed of the following tracts of land situate in the City of Annapolis, Sixth Election District, Anne Arundel County, Maryland:

(a) All that tract of land situate on Bay Ridge Avenue containing 8.70 acres, more or less, which property was conveyed to the said Charlotte Y. Ruddock by deed dated March 17, 1939 from Hattie E. Ribes, widow, and recorded among the Land Records of Anne Arundel County in Liber J.M.H. No. 196, folio 150;

a certified copy of said deed is filed herewith as "Complainants' Exhibit No. 1" and is prayed to be taken as a part hereof.

(b) All that lot of ground situate on the southeast side of Second Street, now Lafayette Avenue, being a lot 30' x 100', conveyed to Charlotte Y. Ruddock by deed dated May 28, 1923 from Richard Tongue, etc., et al, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 72, folio 356; a certified copy of said deed filed herewith as "Complainants' Exhibit No. 2" and is prayed to be taken as a part hereof.

3. That the said Charlotte Y. Ruddock left surviving her as her next of kin and only heirs at law, the following:

(a) Edwin N. Ruddock, Charlotte D. Brashears and Lancelot C. Ruddock, Children of Edwin John Ruddock, a brother, who died on or about July 29, 1921.

(b) Katherine Jane Ruddock and Martha Pearl Ruddock, daughters of Cecil Benjamin Ruddock, a brother, who died on or about December 19, 1935 at Nashville, Tennessee.

(c) Ernest Ruddock, a son of Jack Ruddock, a brother, who predeceased the said Charlotte Y. Ruddock.

(d) Charles Ruddock, a son of Charles Ruddock, a brother, who predeceased the said Charlotte Y. Ruddock.

(e) Aubrey Ruddock, a brother, and the unknown heirs, if any, of the said Aubrey Ruddock, it not being known whether he be living or dead or whether he left any descendants.

(f) Julia Ruddock, a sister, and the unknown heirs, if any, of the said Julia Ruddock, it not being known whether she be living or dead or whether she left any descendants.

(g) The unknown heirs, devisees, executors, administrators, and personal representatives, of each of the said Charlotte Y. Ruddock, Jack Ruddock, Charles Ruddock, Aubrey Ruddock and Julia Ruddock.

4. That it is unknown whether the said Charlotte Y. Ruddock, Jack Ruddock, Charles Ruddock, Aubrey Ruddock and Julia Ruddock left any heirs other than those mentioned above, and, if any others, who they are or whether they died testate or intestate or whether letters of administration were granted on their estates elsewhere, none having been granted in Anne Arundel County, and their heirs are, therefore, proceeded against as the unknown heirs, devisees, executors, administrators and personal representatives of said heirs.

5. That all of said heirs, so far as is known, are non residents of the State of Maryland.

6. That your Complainants are tenants in common with the Respondents herein of undivided interests in the aforementioned property and because of the nature of the property and the improvements thereon, it is not susceptible of partition in kind between the parties hereto, without loss or injuries to their respective interest therein.

2-

7. That it would be for the best interest and advantage of all parties that said real estate be sold and the proceeds thereof be divided among them according to their respective interest after all costs and inheritance taxes paid.

WHEREFORE, YOUR COMPLAINANTS PRAY:

(a) That this Honorable Court pass a decree for the sale of the properties herein mentioned and that the monies arising from such sales be distributed and divided among the parties according to their respective interests.

(b) That a Trustee or Trustees be appointed to make said sale, receive the purchase price and to convey the properties to the purchaser or purchasers thereof upon ratification of the sale.

(c) That an Order of Publication be passed giving notice to the non resident Respondents and all of the unknown heirs, devisees, executors, administrators, and personal representatives of the said Charlotte Y. Ruddock, Jack Ruddock, Charles Ruddock, Aubrey Ruddock and Julia Ruddock, of the object and substance of this Bill of Complaint warning and directing them to be and appear in this Honorable Court, in person or by Solicitor, on or abefore a certain day to be named therein to answer said Bill of Complaint, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That your Complainants may have such other and further relief as the nature of their case may require.

AND, AS IN DUTY BOUJND, etc.

Morris Turk

Morris Turk
Maryland Inn, Annapolis, Maryland
Colonial 3-4341

Noah A. Hillman

Noah A. Hillman
Maryland Inn, Annapolis, Maryland
Colonial 3-3131
Solicitors for Complainants

Int. Rev. Stamp $2.50 - Md State Stamp $2.50

THIS DEED, Made this 7th day of March, in the year Ninteen Hundred and Thirty-nine (1939) , by and between Hattie E. Ribes, widow, party of the first part, and Charlotte Y. Ruddock, party of the second part, all of Anne Arundel County, State of Maryland, Witnesseth:-

That for and in consideration of the sum of TEN DOLLARS ($ 10.00), and other good and valuable considerations, paid her by the party of the second part, the receipt whereof by the party of the first part is hereby acknowledged, she, the said party of the first part, has bargained and sold and by these presents does grant and convey unto the said Charlotte Y. Ruddock, her heirs and assigns, in fee simple,

All the tract of land situate near Eastport, in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point on the west line of the County Road leading from Eastport to Bay Ridge, where the same is interected by the southwest line of the right of way of the Bay Ridge Railroad; and running thence with the line of said County Road, South 28¼ degrees West 300 feet to a stone in the boundary of the property heretofore sold by Frederick W. Hamoruch and wife to Charles M. Brown; thence leaving said road and running with the boundary line of the said Brown property in a northwesterly direction 757 feet, more or less to the line of the property now owned by Dugan and Brown; thence running with the boundary line of the said property, North 3¼ degrees West 952 feet to the above mentioned right of way; thence with the right of way, in a southeasterly direction 1290 feet to the place of beginning. Containing 8.70 acres, more of less.

BEING the identical property which was conveyed to Joseph M. Ribes, since deceased, and Hattie E. Ribes, his wife, as tenants by the entirety, by Charles Ford and Mary Ford, his wife, by deed dated May 20, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 92, folio 83.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described tract of land to and unto the

Examiner's Exhibit No. 1
Ruddock, et al v. Ruddock, et al.
Equity No 13,367
John G. Rowe Jr. Examiner
Exhibit 3-[illegible]

"COMPLAINANTS' EXHIBIT No. 1"

4

proper use and benefit of the said Charlotte Y. Ruddock, her heirs and assigns, forever, in fee simple.

AND the said party of the first part hereby covenants that she will warrant specially the title to the property hereby conveyed, and tha she will execute such other and further assurances thereof as may be requisite or necessary.

WITNESS the hand and seal of the said party of the first part.

WITNESS: Hattie E. Ribes (SEAL)

Granville Lee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of March, in the year 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said County, personally appeared Hattie E. Ribes, widow, and she acknowledged the foregoing instrument of writing to be her act and Deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith

Notary Public

Recorded - 8th March 1939, at 9:30 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.,

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 196, folio 150, 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 22th day May, 1954.

John H. Hopkins 3rd

John H. Hopkins 3rd, Clerk.

($ 3.50 REV. STAMPS)

THIS DEED MADE this 28th day of May, 1923 by and between Richard Tongue, otherwise called Kirbey, and Ella S Tongue, otherwise called Kirbey, his wife, parties of the first part and Charlotte Y. Ruddock, party of the second part of Anne Arundel County Maryland, Witnessith: That for and in consideration of the sum of Five dollars ($5.00) and other good and valuable considerations paid by the said party of the second part to the said parties of the first part the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs or assigns,

All that lot of ground situate in the south east side of second street, Annapolis Maryland and described as follows:

Beginning for the same at a point on the southeast side of Second Street distant 40 feet in a northeasterly direction from the South line of the lands of the Late James S Franklin,- said point being the division line between lots Nos. 23 and 24 as designated in the Plat of the Franklin property,-and running thence northeasterly and with the line of second street 30 feet to a point in the division line between the lot hereby conveyed and the lot formerly sold by J. Wirt Randall to Charles Belknap; and running thence southeasterly and with said division line 100 feet. more or less, to intersect the rear line of Lot No. 24, a-s shown on said plat thence with said rear line southwesterly 30 feet more of less to the division line between the said lots Nos. 23 and 24; thence with said division line, being the northeastern boundary of Wilson's lot, northwesterly, 100 feet more or less to the line of Second Street and the point of beginning, as shown upon a plat filed in a cause wherein Anne Franklin, et al, were complainants and Thomas Franklin et al, were defendants, No. 1189 Equity, in the Circuit Court for Anne Arundel County,

Being the property which was conveyed to the said parties of the first part by Andrew H. Wilson and wife, by deed dated March 11, 1918 recorded among the Land Records of Anne Arundel County in Liber G. W. No. 141 folio 165.

Examiner's Exhibit No 2
Ruddock, et al. v. Ruddock, et al
Equity No 13567
John S Rowe
Exam.

"COMPLAINANTS Exhibit No 2".

6

Together with the buildings and improvements thereon and the rights roads ways waters privileges and appentenances thereto belonging or in anywise appertaining

To Have And To Hold the above described property unto and to the proper use and benefit of the said party of the second part, his heirs or assigns forever in fee simple

And the said parties of the frist part hereby covenant that they with warrant specially the property, hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.

Witness the hands and seals of the said Grantors

Test: Richard x his mark Tongue (SEAL)
Otherwise called Kirbey

Charles F. Lee

Thomas O. Gott. Ella S. Tongue (SEAL)
Otherwise called Kirbey

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I Hereby Certify, that on this 28th day of May, 1923, before me, the subscriber, A Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Richard Tongue otherwise called Kirley and Ella S. Tongue, otherwise called Kirley his wife, and acknowledged the aforegoing deed to be their Act.

Witness My Hand and Notarial Seal (Seal) Thomas O Gott
Notary Public

Recorded 29"May 1923, 9-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.,

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 72, folio 356, 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 day 24 of May, A.D. 1954.

John H. Hopkins 3rd. , Clerk

LIBER 127 PAGE 369

EDWIN N. RUDDOCK 646 Kelker Street Harrisburg, Pennsylvania	:	LIBER 127 PAGE 570
CHARLOTTE D. BRASHEARS 639 "C" Street, N. E. Washington 2, D. C.	:	IN THE
LANCELOT C. RUDDOCK 501 Eye Street, N. E. Washington, D. C.	:	
vs.	:	CIRCUIT COURT
KATHERINE JANE RUDDOCK Cleveland, Ohio	:	
MARTHA PEARL RUDDOCK 2705 Torbett Street Nashville, Tennessee	:	FOR
ERNEST RUDDOCK Son of Jack Ruddock Address Unknown	:	ANNE ARUNDEL COUNTY
CHARLES RUDDOCK son of Charles Ruddock, Sr. Address Unknown	:	NO. 13367 EQUITY
AUBREY RUDDOCK Address Unknown	:	
JULIA RUDDOCK Address Unknown	:	
and all of the unknown heirs, devisees, executors, administrators, and personal representatives of Charlotte Y. Ruddock, Charles Ruddock, Jack Ruddock, Aubrey Ruddock and Julia Ruddock, whether residents or non residents of the State of Maryland.	:	

ORDER OF PUBLICATION

The object of this suit is for the partition sale of real estate in the Sixth Elcction District, Anne Arundel County, Maryland.

The Petition states that Charlotte Y. Ruddock, single, departed this life on or about July 31, 1956, intestate, seised and possessed of two parcels of land in the Sixth Election District, Anne Arundel County, Maryland; (1) A lot of ground 30' x 100 ' on Lafayette Avenue, known as 49 Lafayette Avenue, and (2) 8.70 acres, more or less, on Bay Ridge Avenue; that the Complainants and Respondents constitute all the heirs at law of the said Charlotte Y. Ruddock; that the Complainants are tenants in common with the Respondents of undivided interests and because of the nature of the property and the improvements thereon, it is not susceptible of partition in kind between the parties hereto, without loss or injuries to their respective interest therein; and that it will be for

1959 AUG 13 P 11:18

8

the best interest and advantage of all parties thereto that the said real estate be sold and the proceeds be divided among them according to their respective interest; that the Respondents are non-residents of the State of Maryland.

IT IS THEREUPON this 13th day of August, 1959, by the Circuit Court for Anne Arundel County, Maryland, in Equity, ORDERED, that the Complainant, by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 25th day of September, 1959, giving notice to the non-resident Respondents of the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court, either in person or by Solicitor, on or before the 26th day of October, 1959, to show cause, if any they may have, why a Decree should not be granted as prayed herein.

George T. Crummell
Clerk

IN THE
CIRCUIT COURT
FOR ANNE
ARUNDEL COUNTY
No. 13,367 EQUITY

EDWIN N. RUDDOCK
646 Kelker Street
Harrisburg, Pennsylvania

CHARLOTTE D. BRASHEARS
639 "G" Street, N. E.
Washington 2. D.C.

LANCELOT C. RUDDOCK
501 Eye Street, N. E.
Washington, D. C.

vs.

KATHERINE JANE RUDDOCK
Cleveland, Ohio

MARTHA PEARL RUDDOCK
2705 Torbett Street
Nashville, Tennessee

ERNEST RUDDOCK
Son of Jack Ruddock
Address Unknown

CHARLES RUDDOCK
Son of Charles Ruddock, Sr.
Address Unknown

AUBREY RUDDOCK
Address Unknown

JULIA RUDDOCK
Address unknown

and all of the unknown heirs, devisees, executors, administrators, and personal representatives of Charlotte Y. Ruddock, Charles Ruddock, Jack Ruddock, Aubrey Ruddock, and Julia Ruddock, whether residents or non-residents of the State of Maryland.

Order Of Publication

The object of this suit is for the partition sale of real estate in the Sixth Election District, Anne Arundel County, Maryland.

The Petition states that Charlotte Y. Ruddock, single, departed this life on or about July 31, 1956, intestate, seised and possessed of two parcels of land in the Sixth Election District, Anne Arundel County, Maryland: (1) A lot of ground 30' x 100' on Lafayette Avenue, known as 49 Lafayette Avenue, and (2) 8.70 acres, more or less, on Bay Ridge Avenue; that the Complainants and Respondents constitute all the heirs at law of the said Charlotte Y. Ruddock; that the Complainants are tenants in common with the Respondents of undivided interests and because of the nature of the property and the improvements thereon, it is not susceptible of partition in kind between the parties hereto, without loss or injuries to their respective interest therein; and that it will be for the best interest and advantage of all parties thereto that the said real estate be sold and the proceeds be divided among them according to their respective interest; that the Respondents are non-residents of the State of Maryland.

IT IS THEREUPON this 13th day of August, 1959, by the Circuit Court for Anne Arundel County, Maryland, in Equity, ORDERED, that the Complainant, by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 25th day of September, 1959, giving notice to the non-resident Respondents of the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court, either in person or by Solicitor, on or before the 26th day of October, 1959, to show cause, if any they may have, why a Decree should not be granted as prayed herein.

George T. Cromwell, Clerk

True Copy, TEST:
George T. Cromwell, Clerk

8-8

FILED
1959 Sep 4
11 AM 10:38

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1271 PAGE 572

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 10, 1959

We hereby certify, that the annexed

Order of Publication

No 13,367 Eq.

Edwin N Ruddock

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 25th day of September, 1959. The first insertion being made the 17th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

LIBER 127 PAGE 573

EDWIN N. RUDDOCK, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
KATHERINE JANE RUDDOCK, et al	:	No. 13,367 Equity

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 28th day of September, 1959, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Morris Turk, Solicitor for the Plaintiffs, and made oath in due form of law, that in accordance with Rule 105 (e) and (f) of the Maryland Rules of Procedure, he mailed to the defendants, Katherine Jane Ruddock and Martha Pearl Ruddock, by certified mail, a copy of the Bill of Complaint and published notice of these proceedings, the copies of letters and returned receipts already filed in these proceedings, notifying them of the action pending against them.

Witness my hand and Notarial Seal.

Notary Public

FILED

1959 SEP 28

LIBER 127 PAGE 574

EDWIN N. RUDDOCK, et al

vs.

KATHERINE JANE RUDDOCK

No. 13,367 ~~DIVORCES~~ -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, Katherine Jane Ruddock, Martha Pearl Ruddock, Ernest Ruddock, Charles Ruddock, Aubrey Ruddock, Julia Ruddock, and all of the unknown heirs, devisees executors, administrators, and personal represenatatives, etc.

after Order of Publication duly published (~~as 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 16th day of December, 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 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.

/s/ Benjamin Michaelson
Judge

FILED

1959 DEC 16 PM 3:22

12

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 127 PAGE 575

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 14th day of December, 19 59, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Charlotte D. Brashears, one of the Complainants herein

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.)
Katherine Jane Ruddock, now known as Katherine Jane Ruddock Browne is not in the military service and resides in Cleveland, Ohio, and the said defendant Martha Pearl Ruddock is not in the military service, both being women in advanced years of middle age, and that the other defendants whereabouts are unknown.

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 14th day of December, 19 59.

Notarial Seal

Notary Public

My Commission will expire on: May 1, 1961

Filed,

LIBER 127 PAGE 576

EDWIN N. RUDDOCK, et al	*	IN
	*	THE CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
KATHERINE JANE RUDDOCK, et al	*	NO. 13,367 EQUITY

* * * *

TESTIMONY ON BEHALF OF PETITIONERS

February 13, 1960

Present:

Mr. Morris Turk, Solicitor for Petitioners

Mr. Noah A. Hillman, Solicitor for Petitioners

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

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Charlotte D. Brashears, pages 2 - 6.

Edwin N. Ruddock, pages 7 - 8.

Fred E. Voges, pages 9 - 12.

Clarence A. Remaley, pages 13 - 16.

FILED

1960 MAR 19 PM 12:00

14

Charlotte D. Brashears, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Turk)

1 Would you state your name and address, please?

A Charlotte D. Brashears, 639 "G" St., N.E., Washington, D.C.

2 Mrs. Brashears, did you know a Charlotte Y. Ruddock?

A I did.

3 And was she related to you?

A Yes.

4 What was that relationship?

A My aunt.

5 Is she now living or dead?

A Dead.

6 Do you know when she died?

A July the 31st, 1956.

7 And where was she a resident at that time when she died?

A She was a resident of 49 Lafayette Avenue, Anne Arundel County.

8 And did she leave a Will when she died?

A No, she didn't.

9 Now, at the time of her death she left certain property, is that correct?

A Yes, she did.

10 Do you know what property was left?

A 49 Lafayette Avenue, Bay Ridge property.Villa Avenue.

11 Now, before today the Villa Avenue property was sold, isn't that correct?

A Right.

12 The only thing that's left that your aunt had owned is 49 Lafayette Avenue and Bay Ridge property in this county?

A Yes, in this county.

13 Do you know how many acres is in that property on Bay Ridge Avenue?

A 8 acres.

(CERTIFIED COPY OF DEED DATED MARCH 7, 1939, RECORDED IN LIBER J.H.H..No.196, folio 150,FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

(CERTIFIED COPY OF DEED DATED MAY 28, 1923, RECORDED IN LIBER W.N.W. NO.72, FOLIO 356, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

14 Now, at the time of the death of Charlotte Y. Ruddock, your aunt, Mrs. Brashears, who were her heirs and next of kin?

A The children of Edwin N. Ruddock, Charlotte D. Brashears, Lancelot C. Ruddock, Ernest Ruddock, the son of Jack Ruddock; Charles Ruddock, the son of Charles Ruddock; Aubrey Ruddock, a brother; Julia Ruddock, a sister; Katherine Jane Ruddock and Martha Pearl Ruddock, daughters of Cecil Benjamin Ruddock.

15 Now, Edwin J. Ruddock was your father, isn't that correct?

A That's right.

16 Is he living?

A He's dead.

17 When did he die?

A He died July the 29th, 1921.

18 And Katherine Jane Ruddock and Martha Pearl Ruddock are daughters of Cecil Ruddock, is that what you said?

A Yes.

19 Is he dead?

A He died about December the 19th, 1935.

20 And Ernest Ruddock's father was Jack Ruddock, right?

A Yes.

16

21 Did he predecease Charlotte Ruddock?

A Yes,he did.

22 And Charles Ruddock, you mentioned, is a son of Charles Ruddock?

A Yes.

23 Is he living?

A He's dead.

24 And did he predecease Charlotte Y. Ruddock?

A Yes, he did.

25 Now, this Katherine Jane Ruddock, that you mentioned, is she married now?

A Yes, she is.

26 Do you know her marriage name?

A Browne.

27 Now, do you know if Aubrey Ruddock and Julia Ruddock are living?

A No, I do not know.

28 Do you know of any of their heirs that might be living?

A No, I do not.

29 Do you know their address?

A No.

30 Do you know any of the other heirs other than Laurence Ruddock, who is also known as Lancelot Ruddock, isn't that correct?

A Yes.

31 Now, do you know any other heirs besides Lancelot Ruddock, Edwin Ruddock,Martha Pearl Ruddock and Katherine Jane Ruddock Browne?

A No, I do not know any other heirs.

32 Do you know where any of the heirs are beside those that are mentioned?

A No, I do not.

33 Now, as far as you know, the names that you have given us constitute all the heirs, next of kin, of Charlotte Y. Ruddock at the time of her death, is that right?

A Yes.

34 Do you know, personally, Mrs. Brashears, if those that have died, now, speaking of the heirs, whether they left a Will or not?

A No, I do not.

35 Do you know if there was any administration on any of their estates, if they died?

A No, I do not.

36 Do you know if there has been any administration granted in this county on any of their estates?

A No, I don't, to my knowledge, that there has been no administration granted in this county on their e estate.

37 Now, are any of the heirs residents of the State of Maryland?

A No.

38 Was Charlotte Y. Ruddock married at the time of her death?

A No.

39 Did she have any children at the time of her death?

A No, she didn't.

40 Did she have any parents?

A No, they were both dead.

41 Did she have any grandchildren?

A No.

42 Did she have any grandparents?

A No.

43 Now, these two properties that are involved, this

proceeding was brought for the purpose of partition, you know that?

A Yes.

44 Now, in your opinion, can the property in these proceedings be partitioned in kind without injury or loss to any of the parties?

A They cannot.

45 Now, what, in your opinion, should be done?

A They should be sold and the money divided up among everybody entitled.

(Mr. Hillman)

No cross-examination.

QUESTION BY THE EXAMINER:

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

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

Answer .....

Signature .....

Edwin N. Ruddock, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Turk)

1 Would you state your name and address, please?

A Edwin N. Ruddock, 646 Kelker Street, Harrisburg, Pennsylvania.

2 Mr. Ruddock, did you know Miss Charlotte Y. Ruddock?

A Yes, I did.

3 And were you related to her?

A She was my aunt.

4 Is she living or deceased?

A She's deceased.

5 And when did she die?

A July the 31st, 1956.

6 And at the time of her death did she leave a Will, do you know?

A Not to my knowledge.

7 Do you know if she left some property in Anne Arundel County?

A She left property in Anne Arundel County.

8 Have you read the Bill of Complaint in this proceeding?

A Yes, I have.

9 Are you familiar with the two properties that are the subject matter of this proceeding?

A I am.

10 Now, you have heard the testimony of Charlotte D. Brashears?

A Yes.

11 And Charlotte D. Brashears is your sister, isn't that correct?

A She is.

12 Have you heard the questions that were asked her and her answers?

A I have.

13 Do you concur and verify the answers that she has given?

A I completely concur.

14 Do you know of any other heirs of Miss Charlotte Y. Ruddock other than those listed by Mrs. Brashears in her testimony?

A I do not.

15 Do you know where any of them are?

A I do not.

16 Have you ever seen any of them since the death of Miss Ruddock?

A I have not.

17 Now, of the heirs mentioned, Lancelot C. Ruddock and Charlotte D. Brashears are your brother and sister respectively, isn't that correct?

A Correct.

18 Do you have any information as to the whereabouts of any of the other heirs besides your brother and sister?

A I do not.

19 Are any of the heirs of Charlotte Y. Ruddock residents of the State of Maryland?

A To the best of my knowledge, no.

20 Now, you're familiar with the property?

A Yes.

21 In your opinion, can this property be partitioned in kind without loss or injury to the respective interest?

A No.

22 What, in your opinion, should be done?

A It should be sold in parcel and the funds disbursed among the heirs according to their interest.

(Mr. Hillman - No cross-examination.

QUESTION BY THE EXAMINER:

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

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

Answer ...No.....

Signature ...Edwin N. Riddock...

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

(Mr. Turk)

1 Would you state your name and address, please?

A Fred E. Voges, 3 Church Circle, Annapolis, Maryland.

2 What is your occupation?

A Realtor.

3 Mr. Voges, how long have you been in the real estate business?

A 26 years.

4 And is that in Anne Arundel County?

A Anne Arundel County, yes.

5 During your 26 years, have you had occasion to buy and sell property and appraise property?

A I have.

6 Both for personal clients and in court proceedings?

A That is correct.

7 Are you familiar with properties in the City of Annapolis?

A I am.

8 And you have had occasion to appraise property in the City of Annapolis?

A I have for 26 years, yes.

9 Now, are you familiar with the properties mentioned in these proceedings?

A I am.

10 Have you personally inspected these properties?

A I inspected both properties on February 3rd, 1960.

11 Now, would you give us the location of these two properties?

A Property No. 1 is located on Bay Ridge Avenue opposite Victor Haven in Eastport, in the Sixth Election District. And the other property is located at 49

Lafayette Avenue, formerly known as Second Avenue in Annapolis,Maryland.

12 Now, let us take property No. 1, which you say is the Bay Ridge property. Can you tell us just what that consist of in acreage and improvements?

A The property consist of an irregular shaped parcel, fronting 300 feet on Bay Ridge Avenue with a depth of 757 feet on the west side,and a length in the rear of 952 feet, the east side abutting on the Bay Ridge Railroad right-of-way, the parcel contains 8.70 acres, more or less, of which the front two acres are cleared and are somewhat low and swampy,the balance in the rear being covered with scrub underbrush. The property is improved by a one-story frame dwelling with a small side porch,the dwelling being in fair to poor condition. Dwelling has a small furnace room in lieu of a regular basement, single wood floors, and a composition roof,which is in good condition. Dwelling contains a living room,dining room,kitchen, two bedrooms and bath and a storage room, and is heated by an oil burning hot water furnace. There is also on the premises a single car frame garage with composition roof in fair condition.

13 Now, in what vicinity of Bay Ridge Road is this property located?

A It is directly opposite Victor Haven.

14 Mr. Voges,what, in your opinion, is the current market value of this property that you just described?

A In my opinion, the present market value of the property is Five Thousand Nine Hundred and Eighty Dollars ($5,980.00) divided into $3,480.00 for the land, and $2,500.00 for the building.

15 Now,Mr. Voges, do you think this property can be partitioned in kind without injury or damage to the respective interest?

A No, I'm quite sure it could not.

16 What do you think ought to be done?

A I think it should be sold and the proceeds divided amongst the heirs as their interest may appear.

17 Now, with respect to the second property you mentioned, 49 Lafayette Avenue, you made an inspection of that, correct?

A Yes, on the same date, February 3rd, 1960.

18 Now, would you describe that property?

A The lot has a frontage of 30 feet on Lafayette Avenue, and an even depth of 100 feet. The improvements consist of a two story stucco over frame building containing three apartments, each with a living room, bedroom, kitchen and bath. The dwelling has a basement, part of which is fitted with storage lockers for the apartment tenants. The dwelling has pine floors, composition roof, and is heated by a new oil fired hot water central heating plant. The building is in fair condition.

19 Do you know what portion of the lot the improvements cover?

A The main portion of the building fronts 20 feet on Lafayette Avenue and has a depth of 80 feet to the rear, and to the right, looking at the building from the street, is a wing 10 feet wide and 38 feet deep.

20 Now, in your opinion, Mr. Voges, what is the current market value of this property?

A In my opinion, the current market value of the total property is $7,500.00, of which I have placed a

value of $1200.00 on the lot and $6300.00 on the improvements.

21 In your opinion, can this property be partitioned in kind without injury to the respective interest?

A It could not.

22 And what, in your opinion, should be done?

A In my opinion, the property should be sold and the proceeds divided amongst the heirs as their interest appear.

(Mr. Hillman)

No cross-examination.

QUESTION BY THE EXAMINER:

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

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

Answer ..... No

Signature ..... Fred E. Wright

Clarence A. Remaley, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Turk)

1 Would you state your name and address, please?

A Clarence A. Remaley, 218 Main St., Annapolis, Md.

2 And what is your occupation?

A Real estate broker.

3 And how long have you been in the real estate business?

A Over 10 years.

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

A Over 10 years.

5 And during the period which you have been in business, have you had occasion to buy and sell and appraise property?

A I have.

6 And that's both personally for clients and for court proceedings?

A That is correct.

7 Are you familiar with properties in the City of Annapolis?

A I am.

8 And have you had occasion to appraise property in the City of Annapolis?

A I have.

9 And are you familiar with the property mentioned in these proceedings?

A I am.

10 And what properties are mentioned in these proceedings?

A There are two properties, first, the property on Bay Ridge Avenue opposite Victor Haven, containing 8.70 acres, and the dwelling which is known as 49

Lafayette Avenue in the city.

11 Now, have you, personally, inspected both of these properties?

A Yes, I made a joint inspection with Mr. Voces on February the 3rd, 1960.

12 Now, Mr. Remaley, taking the Bay Ridge property first, would you describe what that consist of?

A It's a piece of ground that has a frontage of 300 feet on Bay Ridge Avenue, a depth of 757 feet, across the back we have a distance of 952 feet, and the property runs along what is known as the southwest line of the right-of-way of the Bay Ridge Railroad, and contains approximately 8.70 acres. It's improved by a small, frame dwelling, composition roof, having a living room, dining room, kitchen, two bedrooms, bath, storage room, and a small back porch. There is a small area in the basement just large enough for the furnace, which is hot water heat, oil fired, plus a one car garage.

13 Now, what condition is this improvement in?

A This building is in, I would say, fair to poor condition.

14 And the garage is in what condition?

A The garage is in good condition, the house does have a good roof on it. As a matter of information on the ground, although, it's in an area where sewer and water and land is scarce for building purposes, this particular ground, although, it's high in the back, the front portion is quite low and swampy in parts, a factor taken in consideration in arriving at my value.

15 Approximately how much of this property is clear?

A I'd say in the neighborhood of 2 acres.

16 And what is the condition of the rest of the land?

A The rest of the ground is covered with what I refer

to, as a second growth and underbrush growing wild.

17 Now, what, in your opinion, is the current market value of this property, that you just described?

A Five Thousand Nine Hundred and Eighty Dollars ($5,980.00

18 Now, Mr. Remaley, let's take the second property, which you describe as 49 Lafayette Avenue. Would you tell us what that consist of?

A Yes, that's a lot with a frontage of 30 feet and a depth of 100 feet, improved by a dwelling which has a frontage of 21 feet on Lafayette Avenue and has a depth of 80 feet, to it is added a wing on the right side of the building as you look at the property from the street, 10 x 38 feet. This building is divided into three apartments, each apartment contains three rooms. I would call it a one-story building with a full basement, the basement contains a new hot water furnace, oil fired, and then there's several areas in there which are set aside for storage of personal property of the occupants of the apartments.

19 Do they have inside baths in these apartments?

A They do.

20 What type of roof has this got?

A A composition roof, the building is old, it's only in fair condition, single floors.

21 Mr. Remaley, what, in your opinion, is the current market value of this property?

A I'd say the current market value would be $7,500.00.

22 Now, in your opinion, can any of these two properties, which you mentioned, be partitioned in kind without any injury to the respective interest?

A They could not.

23 What should be done?

A The property should be sold and the proceeds divided

among the heirs.

24 Mr. Remaley, in what district of Anne Arundel County are both these properties?

A Both of these properties are located in the Sixth Election District of Anne Arundel County, which is the City of Annapolis.

(Mr. Hillman)

No cross-examination.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature [signature]

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

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

Witness my hand and seal this 19th day of March, 1960.

[signature] (SEAL)

John G. Rouse, Jr., Examiner

J.R. $10.00

I.H., $16.00

EDWIN N. RUDDOCK, ET AL	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
KATHERINE JANE RUDDOCK, ET AL	*	No. 13,367 Equity
	*	

LIBER 127 PAGE 593

****

DECREE FOR THE SALE OF REAL ESTATE

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

IT IS THEREUPON, this 19th day of April, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUSTED, ORDERED AND DECREED that the real estate mentioned in these proceedings be sold for the purpose of partition among the parties; that Morris Turk and Noah A. Hillman be and they are hereby appointed Trustees to make said sale and that the cause 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 this Court in the penalty of $13,500.00 Dollars, conditioned upon the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper published in Anne Arundel County and such other notice as they may 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 on each property, deferred payments to bear interest at 6% per annum from the day 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 recorded according to law, convey to the purchaser or purchasers of said properties, his, her or their heirs, the property and estate to him, her or them sold, free, clear and

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

FILED
1960 APR 20 AM 9:28

discharged from all claims of the property hereto, complainant 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.

Judge

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

G 2208C

GLOBE INDEMNITY COMPANY

LIBER 10 PAGE 290

LIBER 127 PAGE 590

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

NO. 13,367 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, MORRIS TURK and NOAH A. HILLMAN ---------- of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTEEN THOUSAND, FIVE HUNDRED DOLLARS, 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 23rd day of June, 1960.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Edwin N. Ruddock, etal VS. Katherine Jane Ruddock, etal dated April 19, 1960, Morris Turk and Noah A. Hillman ---------- were appointed Trustees to make sale of the property described in said proceedings, and the said Morris Turk and Noah A. Hillman ---------- 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.

Morris Turk (SEAL)
Morris Turk

Noah A. Hillman (SEAL)
Noah A. Hillman PRINCIPALS

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this ___ day of _____ 19___

_____ Clerk

FILED

1960 JUN 23 AM 11:24

NOAH A. HILLMAN, SOLICITOR
MORRIS TURK, SOLICITOR
Maryland Inn
Annapolis, Maryland

LIBER 127 PAGE 596

TRUSTEES' SALE

OF TWO VALUABLE

Investment Properties

INVESTMENT PROPERTIES LOCATED IN THE CITY OF ANNAPOLIS ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the proceedings, being Equity No. 13,367, Edwin N. Ruddock, et al. vs. Katherine Jane Ruddock, et al, the undersigned Trustees will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, the following two properties, on

Tuesday, July 5, 1960

The first to be sold at 11:00 O'Clock A. M.

All that lot of ground, 30 x 100, situate on the southeast side of Second Street, now Lafayette Avenue, being known as 49 Lafayette Avenue, Annapolis, Maryland, improved by a two story stucco over frame dwelling, containing three apartments, each with a living room, bedroom, kitchen and bath. This dwelling has an oil fired hot water central heating plant. All the apartments are rented at the present time.

Being the same property conveyed to Charlotte Y. Ruddock by deed dated May 28, 1923, from Richard Tongue, et al, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 72, folio 356.

The second to be sold at 11:30 O'Clock A. M.

All that irregular shaped parcel of land containing 8.70 acres, more or less, situated on Bay Ridge Avenue in the city of Annapolis, Maryland. This property is directly opposite the entrance to Victor Haven Development and fronts 300 feet on Bay Ridge Avenue. This property is improved by a one story frame dwelling containing five rooms and bath with oil burning hot water furnace. Also improved by a single car frame garage. This property is suitable for development.

Being the same property conveyed to Charlotte Y. Ruddock, by deed dated March 17, 1939 from Hattie E. Ribes, widow, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 196, folio 150.

TERMS OF SALE: The above properties will be sold separately at the time indicated. A deposit in cash of ten per cent (10%) of the purchase price will be required on the day of sale from each sale, deferred payment to bear interest at the rate of six (6) per cent per annum from date of sale to date of settlement. Taxes, water, rents, and public charges, if any, to be adjusted to date of sale.

NOAH A. HILLMAN
MORRIS TURK
Trustees

FILED
1960 JUL -7 AM 11:16

EDWIN N. RUDDOCK; ET AL LIBER 127 PAGE 597 : IN THE CIRCUIT COURT FOR

vs. : ANNE ARUNDEL COUNTY

KATHERINE JANE RUDDOCK, et al : No. 13,367 Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 5th day of Juuly, 1960, sold the within described property as shown on the attached advertisement, known as 49 Lafayette Avenue, Annapolis, Maryland, to Theodore Earle & Corinne Earle wf at and for the sum of Ten Thousand Two Hundred Dollars, ($10,200.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

Robert Campbell Auctioneer

PURCHASERS' CERTIFICATE

(I)(We) hereby certify that (I)(We) have this 5-th day of July 1960, purchased the within described property known as 49 Lafayette Avenue, Annapolis, Maryland, from Morris Turk and Noah A. Hillman, Trustees, at and for the sum of ~~Ten~~ One Ten Thousand Two Hundred Dollars ($10,200.00), and (I)(We) hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Witness:

Morris Turk

Theodore Earle (SEAL)

Corinne Earle (SEAL)

FILED

1960 JUL -7 AM 11:16

NOAH A. HILLMAN, SOLICITOR
MORRIS TURK, SOLICITOR
Maryland Inn
Annapolis, Maryland

LIBER 127 PAGE 598

TRUSTEES' SALE

OF TWO VALUABLE

Investment Properties

INVESTMENT PROPERTIES LOCATED IN THE CITY OF ANNAPOLIS ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the proceedings, being Equity No. 13,367, Edwin N. Ruddock, et al. vs. Katherine Jane Ruddock, et al, the undersigned Trustees will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, the following two properties, on

Tuesday, July 5, 1960

The first to be sold at 11:00 O'Clock A. M.

All that lot of ground, 30 x 100, situate on the southeast side of Second Street, now Lafayette Avenue, being known as 49 Lafayette Avenue, Annapolis, Maryland, improved by a two story stucco over frame dwelling, containing three apartments, each with a living room, bedroom, kitchen and bath. This dwelling has an oil fired hot water central heating plant. All the apartments are rented at the present time.

Being the same property conveyed to Charlotte Y. Ruddock by deed dated May 28, 1923, from Richard Tongue, et al, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 72, folio 356.

The second to be sold at 11:30 O'Clock A. M.

All that irregular shaped parcel of land containing 8.70 acres, more or less, situated on Bay Ridge Avenue in the city of Annapolis, Maryland. This property is directly opposite the entrance to Victor Haven Development and fronts 300 feet on Bay Ridge Avenue. This property is improved by a one story frame dwelling containing five rooms and bath with oil burning hot water furnace. Also improved by a single car frame garage. This property is suitable for development.

Being the same property conveyed to Charlotte Y. Ruddock, by deed dated March 17, 1939 from Hattie E. Ribes, widow, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 196, folio 150.

TERMS OF SALE: The above properties will be sold separately at the time indicated. A deposit in cash of ten per cent (10%) of the purchase price will be required on the day of sale from each sale, deferred payment to bear interest at the rate of six (6) per cent per annum from date of sale to date of settlement. Taxes, water, rents, and public charges, if any, to be adjusted to date of sale.

NOAH A. HILLMAN
MORRIS TURK
Trustees

FILED
1960 JUL -7 AM 11:16

LIBER 127 PAGE 599

EDWIN N. RUDDOCK, ET AL : IN THE CIRCUIT COURT FOR

vs. : ANNE ARUNDEL COUNTY

KATHERINE JANE RUDDOCK, et al : No. 13,367 Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 5th day of July, sold the within described property as shown on the reverse sidex hereof, known as 8.70 acres, more or less, located on Bay Ridge Avenue, Annapolis, Maryland, to Meyer W Golden Agent at and for the sum of Fourteen Thousand Two Hundred Dollars ($ 14,200.00), being at that figure the highest bidder therefor; and I do hereby further xcertify that said sale was fairly made.

Robert Campbell Auctioneer

PURCHASER' CERTIFICATE

(I)(We) hereby certify that (I)(We) have this 5th day of JUly, 1960, purchased the within described property known as 8.70 acres, more or less, located on Bay Ridge Avenue, Annapolis, Maryland, from Morris Turk and Noah A. Hillman, Trustees, at and for the sum of Fourteen Thousand Two Hundred Dollars ($ 14,200.00), and (I)(We) hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Witness:

Morris Turk

Meyer W. Golden Agent (SEAL)

(SEAL)

FILED

1960 JUL -7 AM 11:16

LIBER 121 PAGE 600

EDWIN N. RUDDOCK, ET AL	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
KATHERINE JANE RUDDOCK, et al	:	NO. 13,367 EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Morris Turk and Noah A. Hillman, Trustees, under a decree passed in these proceedings, dated the 19th day of April, 1960, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of their trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, ammner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, for at least three weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 5th day of July, 1960, then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale to the highest bidder at the time therein mentioned, namely,:

Firstly, at 11:00 O'Clock A.M., all that lot of ground, 30 x 100, situate on the southeast side of Second Street, now Lafayette Avenue, being known as 49 Lafayette Avenue, Annapolis, Maryland. Being the same property conveyed to Charlotte Y. Ruddock by deed dated May 28, 1923 from Richard Tongue, etc. and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 72, folio 356.

And your Trustees sold the above described property to Theodore Earle and Corinne Earle, his wife, for the sum of Ten Thousand Two Hundred Dollars ($10,200.00), they being the highest bidder therefor.

Secondly, at 11:30 O'Clock A.M., all that irregular shaped parcel of land containing 8.70 acres, more or less, situated on Bay Ridge Avenue, Annapolis, Maryland. Being the same property conveyed to Charlotte Y. Ruddock, by deed dated March 17, 1939 from Hattie E. Ribes, widow, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 196, folio 150.

And your Trustees sold the aforementioned property to Meyer W. Gilden, Agent, for the sum of Fourteen Thousand Two Hundred Dollars ($14,200.00), he being the highest bidder therefor.

FILED
1960 JUL -7 AM 11:17

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND.

4=

Respectfully submitted,

Morris Turk
Morris Turk

Noah A. Hillman
Noah A. Hillman
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of July, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Morris Turk and Noah A. Hillman, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Notary Public

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

ORDER NISI

Edwin N. Ruddock, Et Al

versus

Katherine Jane Ruddock, et al

LIBER 127 PAGE 602

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,367 Equity

Ordered, this 7th day of July, 19 60, That the sale of the Properties in these proceedings mentioned made and reported by Morris Turk and Noah A. Hillman, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of August next.

The report states that the amount of sales were $ 24,400.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 Jul 7 AM 11:17

TEST: _____ Clerk.

(Final Order)

Edwin N. Ruddock, et al

versus

Katherine Jane Ruddock, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 15th day of August, 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. Evans
JUDGE.

FILED
1960 AUG 16 AM 11:13

NOAH A. HILLMAN, Solicitor
MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland

Trustees' Sale

OF TWO VALUABLE INVESTMENT PROPERTIES

LOCATED IN THE CITY OF ANNAPOLIS
ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the proceedings, being Equity No. 13,367, Edwin N. Ruddock, et al. vs. Katherine Jane Ruddock, et al. the undersigned Trustees will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, the following two properties, on

Tuesday, July 5, 1960

The first to be sold at 11:00 O'Clock A. M.

All that lot of ground, 30 x 100, situate on the southeast side of Second Street, now Lafayette Avenue, being known as 49 Lafayette Avenue, Annapolis, Maryland, improved by a two story stucco over frame dwelling, containing three apartments, each with a living room, bedroom, kitchen and bath. This dwelling has an oil fired hot water central heating plant. All the apartments are rented at the present time.

Being the same property conveyed to Charlotte Y. Ruddock by deed dated May 28, 1923, from Richard Tongue, et al. and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 72, folio 336.

The second to be sold at 11:30 O'Clock A. M.

All that irregular shaped parcel of land containing 8.70 acres, more or less, situated on Bay Ridge Avenue in the City of Annapolis, Maryland. This property is directly opposite the entrance to Victor Haven Development and fronts 300 feet on Bay Ridge Avenue. This property is improved by a one story frame dwelling containing five rooms and bath with oil burning hot water furnace. Also improved by a single car frame garage. This property is suitable for development.

Being the same property conveyed to Charlotte Y. Ruddock, by deed dated March 17, 1939 from Hattie E. Ribes, widow, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 196, folio 150.

TERMS OF SALE: The above properties will be sold separately at the time indicated. A deposit in cash of ten per cent (10 per cent) of the purchase price will be required on the day sale from each sale, deferred payment to bear interest at the rate of six (6) per cent per annum from date of sale to date of settlement. Taxes, water, rents, and public charges, if any, to be adjusted to date of sale.

NOAH A. HILLMAN
MORRIS TURK
Trustees Ju-30

ROBERT H. CAMPBELL,
Auctioneer.

OFFICE F

LIBER 127 PAGE 603

Evening Capital

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
Eq. 13,367
Edwin N. Ruddock

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 July, 1960. The first insertion being made the 9th day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 JUL 11 PM 1:58

By H. Hillman

LIBER 127 PAGE 604

LIBER 10 PAGE 305

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity No. 13,367

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Morris Turk and Noah A. Hillman, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand nine hundred Dollars ($10,900.00), 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 July, 1960.

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County in a cause entitled "Edwin N. Ruddock, etal vs. Katherine Jane Ruddock, etal", No. 13,367 Equity, dated April 19, 1960, the said Morris Turk and Noah A. Hillman were appointed Trustees to make sale of the property described in said proceedings, and the said Morris Turk and Noah A. Hillman have 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 Trustees shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Morris Turk (SEAL)
Morris Turk (PRINCIPAL)

Noah A. Hillman (SEAL)
Noah A. Hillman (PRINCIPAL)

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

Additional Bond approved this 12th day of July 1960
George T. Cromwell Clerk

FILED
1960 JUL 12 AM 11:03

46

LIBER 127 PAGE 605

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,367 Equity
Edwin N. Ruddock, et al
versus
Katherine Jane Ruddock, et al

Ordered, this 7th day of July, 1960. That the sale of the Properties in these proceedings mentioned made and reported by Morris Turk and Noah A. Hillman, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of August next.

The report states that the amounts of sales were $24,400.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 9, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,367.

Edwin N. Ruddock

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of August, 1960. The first insertion being made the 11th day of July, 1960

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. _____

FILED
1960 AUG 10 PM 2:09

By H. Tilghman

LIBER 127 PAGE 606

EDWIN N. RUDDOCK, ET AL	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
KATHERINE JANE RUDDOCK, ET AL	*	NO. 13,367 EQUITY
	*	

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

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Meyer W. Gilden, agent, respectfully shows:

1. That 8.70 acres, more or less, was sold at public auction on July 5, 1960, at 11:30 a.m. at the Court House Door, Church Circle, Annapolis, Maryland, by Morris Turk and Noah A. Hillman, trustees, as a result of the partition proceedings filed herein.

2. That the Petitioner purchased said property at and for the amount of Fourteen Thousand Two Hundred Dollars ($14,200.00) as agent.

3. That Sadie R. Gilden and Sarah I. Gilden are the principals to whom the property should be conveyed and the Petitioner would no longer have any interest in said property as agent.

WHEREFORE your Petitioner prays this Honorable Court to pass an Order substituting the said Sadie R. Gilden and Sarah I. Gilden as the purchasers in the place instead of Meyer W. Gilden, agent, and that the trustees be authorized and directed to make a conveyence by deed at the time of settlement to the substituted purchasers.

AND AS IN DUTY BOUND, ETC.

Meyer W. Gilden

Meyer W. Gilden

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

FILED

1960 AUG 26 AM 11:30

4E

AFFIDAVIT

LIBER 127 PAGE 601

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid personally appeared Meyer W. Gilden, agent, who made oath in due form of law that the matters and facts above stated are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Doris D. Fardella
Notary Public

ASSENT OF SUBSTITUTE PURCHASERS

We, the undersigned, hereby assent to become the substitute purchasers of the property mentioned in the aforegoing Petition sold at public auction on July 5, 1960, by Morris Turk and Noah A. Hillman, trustees, and agree to comply with the terms and conditions of said sale.

Sadie R. Gilden
Sadie R. Gilden

Sarah I. Gilden
Sarah I. Gilden

We, the undersigned, trustees in these proceedings, agree to the substitution of Sadie R. Gilden and Sarah I. Gilden as substitute purchasers in the place instead of Meyer W. Gilden, agent.

Morris Turk
Morris Turk

Noah A. Hillman
Noah A. Hillman

Trustees

LIBER 127 PAGE 608

EDWIN N. RUDDOCK, ET AL

VS.

KATHERINE JANE RUDDOCK, ET AL

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,367 EQUITY

* * * * * *

ORDER OF COURT

Upon the foregoing Petition, Affidavit and Assent it is this 29th day of August, 1960, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that Sadie R. Gilden and Sarah I. Gilden be, and they are hereby, substituted in these proceedings as purchasers of the property containing 8.70 acres, more or less, situated on Bay Ridge Avenue, Anne Arundel County, Annapolis, Maryland, sold by Morris Turk and Noah A. Hillman, trustees, on July 5, 1960, in the place instead of Meyer W. Gilden, agent.

And it is hereby further ORDERED that Morris Turk and Noah A. Hillman, trustees, be and they are hereby authorized and directed to convey the aforementioned property to the substitute purchasers, Sadie R. Gilden and Sarah I. Gilden, upon the compliance of the terms and conditions set forth in said sale.

Matthew Evans
Judge

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

FILED

1960 AUG 29 PM 1:42

51

LIBER 127 PAGE 609

In the Case of

Edwin N. Ruddock,
et al

VS.

Katherine Jane Ruddock,
et al

In the

Circuit Court

For

Anne Arundel County

No. 13,367 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. Ricklin
Auditor.

November 15, 1960

Dr. Edwin N. Ruddock, et al vs. Katherine Jane Ruddock, et al in ac.

To Trustees for Commissions, viz:				
Commissions on Sale of #49 Lafayette Ave.		338	75	
Commissions on Sale of 8.72 acres, Bay Ridge		458	88	
To Trustees for Fee for legal serivces rendered (Order 11/1/60), viz:		900	00	1,697 63
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		92	50	
John G. Rouse, Jr. - Examiner's fee		10	00	
Irene Hazel - Stenographer's fee		16	00	
Auditor - stating this account		63	00	191 50
To Trustees for Expenses, viz:				
Capital-Gazette Press - Order of Publication		94	52	
Capital-Gazette Press - advertising sale		78	76	
Capital-Gazette Press - order nisi (sale)		15	00	
Capital-Gazette Press - order nisi (acct)		12	00	
Speer Publications, Inc. - handbills		14	30	
Globe Indemnity Co. - bond premium		54	00	
Globe Indemnity Co. - additional bond premium		43	60	
Robert H. Campbell - auctioneer's fee on both sales ($75.00 each)		150	00	
Fred E. Voges - appraisal and testimony		75	00	
C. A. Remaley - appraisal and testimony		75	00	
One-half Federal documentary Stamps (Lafayette Ave.)		5	77	
One-half State documentary Stamps (ibid)		11	55	
One-half Federal documentary Stamps (Bay Ridge)		7	97	
One-half State documentary Stamps (ibid)		15	95	
Naomi K. Cox - notary fees		1	00	654 42
To Trustees for Taxes, viz:				
1960 State and County taxes on 49 Lafayette Ave ($97.16) to 7/5/60		47	72	
1960 State and County taxes on Bay Ridge Ave. property ($62.18) to 7/5/60		31	95	
1960 Annapolis City taxes on 49 Lavayette Ave ($69.52) to 7/5/60			95	
1960 Annapolis City taxes on Bay Ridge Ave. property ($44.71) to 7/5/60			62	81 24
BALANCE FOR DISTRIBUTION - $21,962.86				
Distributed to the heirs at law of Charlotte Y. Ruddock, who died, intestate, 7/31/56, viz:				
I. To the children of Edwin John Ruddock, brother, who died 7/29/21, viz:				
1. Edwin N. Ruddock, nephew - one-eighteenth	$ 1,220.16			
Less 7½ % collateral Inheritance tax	91.51	1,128	65	

LIBER 127 PAGE 611

2. Charlotte D. Brashears, niece - one-eighteenth - $1,220.16 Less 7½% collateral inheritance tax 91.51	1,128	65	
3. Lancelot C. Ruddock, also known as Lawrence C. Ruddock, nephew, one-eighteenth $1,220.16 Less 7½% collateral inheritance tax 91.51	1,128	65	
II. To Children of Cecil Benjamin Ruddock, brother, who died 12/19/35, viz:			
1. Katherine Jane Browne, niece - one-twelfth $ 1,830.24 Less 7½% collateral inheritance tax 137.27	1,692	97	
2. Martha Pearl Ruddock, niece - one-twelfth $ 1,830.24 Less 7½% collateral inheritance tax 137.27	1,692	97	
III. To Ernest Ruddock, son of Jack Ruddock, brother, who predeceased Charlotte Y. Ruddock - one-sixth $ 3,660.48 Less 7½% collateral inheritance tax 274.54	3,385	94	
IV. To Charles Ruddock, son of Charles Ruddock, brother, who predeceased Charlotte Y. Ruddock - one-sixth $ 3,660.48 Less 7½% collateral inheritance tax 274.54	3,385	94	
V. To Aubrey Ruddock, brother, or his unknown heirs - one-sixth $ 3,660.47 Less 7½% collateral inheritance tax 274.54	3,385	93	
VI. To Julia Ruddock, sister, or her unknown heirs - one-sixth $ 3,660.47 Less collateral inheritance tax 274.54	3,385	93	
To George W. Nutwell, Register of Wills - Total collateral inheritance tax	1,647	23	21,962 86
			24,587 65

with

Morris Turk and Noah A. Hillman, Trustees

Cr.

1960							
July	5	Proceeds of Sale of #49 Lafayette Avenue, Annapolis, Md.	10,200	00			
		Interest on deferred payment of $9,180.00 - 2 months	91	80	10,291	80	
		Proceeds of Sale of 8.72 acres on Bay Ridge Ave., Annapolis, Md.	14,200	00			
		Interest on deferred payment of $12,780.00 to 8/20/60	95	85	14,295	85	
					24,587	65	

ORDER NISI

LIBER 127 PAGE 613

Edwin N. Ruddock, et al

VERSUS

Katherine Jane Ruddock, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,367 Equity.

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

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of January, 1961, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Stockbridge
Judge

LIBER 127 PAGE 614

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,367 Equity

EDWIN N. RUDDOCK, et al
VERSUS
KATHERINE JANE RUDDOCK, et al

Ordered, this 29th day of November, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

GEORGE T. CROMWELL, Clerk.
True Copy, Test:
GEORGE T. CROMWELL, Clerk.
D-15

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1961

We hereby certify, that the annexed Order Nisi Eq 13,367 Auditor Account Edwin N Ruddock

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 January, 1961. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1961 JAN 9 PM 1:05

By H. Tilghman

No. M.G. 18492

5L